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DEC 28 2007

PUBLIC SERVICE
COMMISSION

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COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

RECEIVED

In the Matter of:

DEC 28 2007

PUBLIC SERVICE
COMMISSION

THE APPLICATIONS OF BIG RIVERS)
ELECTRIC CORPORATION FOR:)
(I) APPROVAL OF WHOLESALE TARIFF)
ADDITIONS FOR BIG RIVERS ELECTRIC)
CORPORATION, (II) APPROVAL OF)
TRANSACTIONS, (III) APPROVAL TO ISSUE)
EVIDENCES OF INDEBTEDNESS, AND)
(IV) APPROVAL OF AMENDMENTS TO)
CONTRACTS; AND)

CASE NO. 2007-00455

E.ON U.S., LLC, WESTERN KENTUCKY ENERGY)
CORP. AND LG&E ENERGY MARKETING,)
INC. FOR APPROVAL OF TRANSACTIONS)

EXHIBIT 22

Current Tariff

December 2007

TRANSACTION RATES

BIG RIVERS ELECTRIC CORPORATION

OF

HENDERSON, KENTUCKY

RATES, RULES AND ADMINISTRATIVE REGULATIONS FOR FURNISHING

ELECTRIC SERVICE

AT

BRECKINRIDGE, CALDWELL, CRITTENDEN, DAVIESS, GRAYSON, HANCOCK,
HARDIN, HENDERSON, HOPKINS, LYON, MCLEAN, MEADE, MUHLENBERG,
OHIO, UNION, MCCRACKEN, LIVINGSTON, BALLARD, CARLISLE, MARSHALL,
GRAVES AND WEBSTER COUNTIES

FILED WITH PUBLIC SERVICE COMMISSION
OF KENTUCKY

Issued August 12, 1998

Effective July 18, 1998

By Big Rivers Electric Corporation
(Name of Utility)

By _____



RULES AND REGULATIONS

A. SPECIAL RULES - ELECTRICAL SERVICE

1. Billing Demand:

a. For purposes of establishing billing demands, all delivery points shall be classified into one of three categories, as follows:

- (1) Smelter Delivery Points (i.e., Southwire and Alcan)
- (2) Large Industrial Customer Delivery Points (i.e., a single large industrial customer taking service from a dedicated delivery point as described in Section 7.a.).
- (3) Rural Delivery Points (i.e. all delivery points not described in (1) or (2) of this paragraph 1.a.)

Unless specifically stated otherwise in a rate schedule to this tariff, Billing Demands shall be determined as follows:

- (1) Smelter Delivery Points -- As provided in the individual contracts with Southwire and Alcan, using where applicable the maximum integrated thirty-minute demand at each delivery point.
- (2) Large Industrial Customer Delivery Points -- The maximum integrated thirty-minute demand at each delivery point during each month, or the contract demand, whichever is greater.
- (3) Rural Delivery Points -- The monthly rural Billing Demand for each distribution cooperative shall be the maximum integrated thirty-minute coincident demand of its rural delivery points.

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Issued By Authority of PSC in Case No. 98-267, Order dated July 14, 1998



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2. Contract Demand:

Upon mutual agreement with Member, a Contract Demand may be established for certain customers.

3. Metering:

The Seller shall meter all power and energy at voltage as mutually agreed to with the Member. Meters and metering equipment shall be furnished, maintained and read or caused to be furnished, maintained and read by the Seller.

4. Electric Characteristics and Delivery Point(s):

Electric power and energy to be furnished hereunder shall be alternating current, three-phase, sixty Hertz. The Seller shall make and pay for all final connections between the systems of the Seller and the Member at the point(s) of delivery. The parties will specify the initial points of delivery, delivery voltages and capacity prior to the commencement of service hereunder. Additional points shall be agreed upon by the Seller and the Member from time to time.

5. Substations:

The Member shall install, own and maintain the necessary substation equipment at the point(s) of connection unless otherwise agreed to by Seller. The Seller shall own and maintain switching and protective equipment which may be reasonably necessary to enable the Member to take and use the electric power and energy hereunder and to protect the system of the Seller.

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6. Rate:

The Board of Directors of the Seller at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rate for electric power and energy furnished hereunder and, if necessary, shall revise such rate so that it shall produce revenues which shall be sufficient, but only sufficient, to meet the cost of operation and maintenance (including without limitation, replacements, insurance, taxes, and administrative and general overhead expenses) of the generating plant, transmission system and related facilities of the Seller, the cost of any power and energy purchased for resale hereunder by the Seller, the cost of transmission service, make payments on account of principal of and interest on all indebtedness of the Seller, and to provide for the establishment and maintenance of reasonable reserves. The Seller shall cause a notice in writing to be given to the Member, which shall set out all the proposed revisions of the rate.

7. Discount Adjustment:

At the discretion of the Board of Directors, and with the prior approval of the Public Service Commission, an appropriate discount may be authorized at such time as substantial application of the rate indicates revenues in excess of projected and relative levels of the rate design.

8. Meter Testing and Billing Adjustment:

Unless specifically stated otherwise in a contract or rate schedule to this tariff, the Seller shall test and calibrate meters in accordance with the provisions of 807 KAR 5:041, Sections 15 and 17. The Seller shall also make special meter tests at any time at the Member's request. The costs of all tests shall be borne by the Seller; provided, however, that if any special meter test made at the Member's request shall disclose that the meters are recording accurately, the Member shall reimburse the Seller for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The

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readings of any meter which shall have been disclosed by test to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Member and the Seller shall agree as to the amount of energy furnished during such period and the Seller shall render a bill therefor.

9. Monitoring Uses:

Seller shall review members' usage by comparing the metered energy and demand for the current month to the previous month's metered amounts. Consideration is given for monthly deviations due to temperature related increases or decreases, along with a comparison to other sites with similar load patterns. A second comparison is made between the current month's usage and the previous year's data, when demand or energy levels appear to be out of line. Additionally, three of the member cooperatives have Scada systems which provide hourly printouts of usage and at times are used for comparison whenever there appears to be a metering deviation.

A meter test is performed whenever there appears to be a potential metering problem. Seller has in place a Billing Review Committee consisting of representatives from Energy Control, Engineering and Transmission, and Accounting. This committee reviews all special metering situations which affect demand and energy quantities applicable to the billing period. A written letter of explanation accompanies the bill explaining any adjustment or calculation that was made.

10. Notice of Meter Reading or Test:

The Seller shall notify the Member in advance of the time of any meter reading or test so that the Member's representative may be present at such meter reading or test.

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11. Power Factor:

Unless specifically stated otherwise in a rate schedule to this tariff, the Member shall at all times take and use power in such manner that the power factor at the time of maximum demand shall not be less than 90 percent (90%) leading or lagging.

12. Right of Access:

Duly authorized representatives of either party hereto shall be permitted to enter the premises of the other party hereto at all reasonable times in order to carry out the provisions hereof.

13. Continuity of Service:

The Seller shall use all reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective, by reason of force majeure, the Seller shall not be liable therefor, or for damages caused thereby. The term "force majeure", as used herein, shall mean Acts of God, accidents, strikes or other labor troubles, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the government, whether federal, state or local, civil or military, civil disturbances, explosions, breakage of or accident to machinery, equipment or transmission lines, inability to obtain necessary materials, supplies or permits due to existing or future rules, regulations, orders, laws, or proclamations of governmental authorities, whether federal, state or local, civil or military, and any other forces which are not reasonably within the control of the Seller, whether like or unlike those herein enumerated.

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14. Payment of Bills:

The Seller shall read meters monthly. Unless stated otherwise by a rate schedule to this tariff, electric power and energy furnished hereunder shall be paid for in Seller's designated office in immediately available funds monthly on or before the first working day after the twenty-fourth (24th) day of the month following service. If the Member shall fail to pay any such bill within such prescribed period, the Seller may discontinue delivery of electric power and energy hereunder upon five (5) days' written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of the Member to pay the minimum bill.

15. Transmission Emergency Control Program:

a. Purpose:

To provide a plan for the systematic expeditious restoration of electric service following a transmission system disturbance.

b. Procedures:

(1) Awareness:

The first indication of a transmission system disturbance will most likely be displayed on Big Rivers' system supervisor's SCADA system. From the SCADA alarms, the system supervisor can determine the general nature and extent of the disturbance.

(2) Localized Emergency:

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If the disturbance is localized, the system supervisor will proceed to sectionalize the faulted line sections by use of his SCADA system, radio controlled switches and manually operated line switches. In sectionalizing faulted line sections, the system supervisor will attempt, to the extent practical, to sectionalize in such a way to minimize the curtailment or interruption of wholesale electric energy furnished to Big Rivers' member distribution cooperatives for retail electric service within those cooperatives' certified territory, except for interruptible service. Big Rivers' Transmission Department personnel, as well as the local member cooperative personnel, will be dispatched to carry out any required manual switching operations. The Transmission Department is notified of the faulted line sections and performs the required line repairs and releases the line to the system supervisor for reenergization.

(3) Widespread Emergency:

When the system supervisor recognizes widespread transmission disturbances or the loss of service to multiple distribution substations, he declares an "extreme transmission emergency".

Upon declaration of an extreme transmission emergency, the service restoration coordinator (SRC) is notified and immediately assumes an operating position in the energy control area.

The system supervisor proceeds to sectionalize the line sections and restore service to as many substations as possible. In sectionalizing faulted line sections, the system supervisor will attempt, to the extent practical, to sectionalize in such a way to minimize the curtailment or interruption of wholesale electric

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energy furnished to Big Rivers' member distribution cooperatives for retail electric service within those cooperatives' certified territory, except for interruptible service.

The SRC establishes and maintains contact with the appropriate personnel from the affected member cooperative(s), appropriate Big Rivers' Transmission Department personnel, and the system supervisor. Restoration continues with the following steps:

- (a) The SRC coordinates the efforts of the Transmission Department and member cooperatives(s) to determine the full extent of system damage. An estimate is made of the time to restore full service to the distribution substations using only Big Rivers and available cooperative work forces.
- (b) If the system damages are so extensive that restoration with local or system labor only would result in prohibitively long outages, the SRC along with the Transmission Department and the Member Cooperative Coordinator(s), determines what additional equipment and labor is needed.
- (c) The SRC conveys to the western area Regional Work Plan coordinator the time, place and amount of needed equipment and labor. The coordinator arranges to meet these needs from neighboring utilities.
- (d) The SRC establishes a sequence of repair. This sequence is determined by working with the affected member cooperative coordinators who will have prioritized the restoration of their affected substations. The member cooperatives have chosen to determine case specific restoration priorities due to the number of variables that are unpredictable (i.e. weather, restoration times for

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various subs, time of day, personnel available, etc.). They maintain a list of critical consumers and this list helps determine the sequence of restoration.

- (e) The SRC monitors the progress of the restoration effort and conveys this information to the appropriate individuals for public dissemination.
- (f) Upon completion of restoration of service, the emergency is declared ended.
- (g) Effectiveness and timeliness of the restoration is reviewed by the Big Rivers' Operation Committee for possible procedural improvements.

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16. Purchase Power Deficiency Emergency Control Program:

a. Purpose:

To provide a plan to recover from purchase power deficiencies from LG&E Energy Marketing, Inc. ("LEM").

(b) Procedures:

(1) Awareness:

When the level of available purchase power becomes insufficient to meet the projected total system sales, the following steps will be followed in the sequence listed until the purchase power and load are equal.

(2) Sequential Steps of Action:

- (a) Determine capacity shortage based on Purchase power limitations, pending weather forecast conditions and forecasted load requirements.
- (b) Arrange economic power purchases from off-system sources as required to serve firm load commitments (and non-firm commitments if economically feasible).
- (c) Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
- (d) Curtail off-system short-term capacity sales.

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- (e) Implement a request to other utilities for emergency power purchases to meet firm load requirements.
- (f) Issue public appeals to all member cooperative consumers to reduce power usage on a voluntary basis, including direct calls to large industrial consumers.
- (g) Initiate a voltage reduction action through Big Rivers' facilities as well as working with the member cooperative representatives to accomplish this action.
- (h) Implement curtailment of off-system firm power sales.
- (i) Implement curtailment of power to industrial consumers (on a rotating type basis as needed).
- (j) Request load curtailment of member cooperatives. Determine amounts of load reduction required of each cooperative and the anticipated length of curtailment. The member cooperatives will reduce load in accordance with their curtailment plan. Their curtailment will be developed considering the essential loads on their systems.

B. SPECIAL RULES - CABLE TELEVISION ATTACHMENT

1. Establishing Pole Use:

- a. Before a CATV operator shall make use under this tariff of any of the facilities of Big Rivers, it shall notify Big Rivers in writing of its intent and shall comply with the procedures established by Big Rivers. The CATV operator shall furnish Big Rivers detailed construction plans and drawings, together with necessary maps, indicating the specific poles of Big Rivers upon which attachments are proposed, the number and

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character of the attachments to be on such poles, the rearrangements of Big Rivers' fixtures and equipment necessary for the attachments, and relocations or replacements of existing poles, and any additional poles required by the CATV operator.

- b. Big Rivers shall, on the basis of such detailed construction plans and drawings, submit to the CATV operator a cost estimate (including overhead and less salvage value of materials) of all changes that may be required. Upon written notice by the CATV operator to Big Rivers that the cost estimate is approved, Big Rivers shall proceed with the necessary changes. Upon completion of all changes, the CATV operator shall have the right hereunder to make attachments in accordance with the terms of this tariff. The CATV operator shall, at its own expense, make attachments in such manner as not to interfere with the service requirements of Big Rivers.
- c. Upon completion of all changes, the CATV operator shall pay Big Rivers the actual cost (including overhead and less salvage value of materials) of making such changes. The obligations of the CATV operator hereunder shall not be limited to amounts shown on estimates made by Big Rivers hereunder.
- d. Any reclearing of existing rights-of-way and any tree trimming necessary for the establishment of attachments hereunder shall be performed by the CATV operator.
- e. All poles and appurtenances to which attachments have been made under this tariff shall remain the property of Big Rivers, and any payments made by the CATV operator under this tariff for changes in Big Rivers' facilities shall not entitle the CATV operator to the ownership of any of said facilities.

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f. Any changes necessary for correction of a substandard installation made by the CATV operator, where notice of intent had not been given, shall be billed at an amount equal to twice the charges that would have been imposed if the attachment had been properly authorized.

2. Easements and Rights-of-Way:

Big Rivers does not warrant nor assure to the CATV operator any rights-of-way privileges or easements, and should the CATV operator at any time be prevented from placing or maintaining its attachments on Big Rivers' poles, no liability on account thereof shall attach to Big Rivers. Each party shall be responsible for obtaining its own easements and rights-of-way.

3. Maintenance of Poles, Attachments and Operation:

- a. Whenever right-of-way considerations or public regulations make relocation of a pole or poles necessary, such relocation shall be made by Big Rivers at its own expense, except that each party shall bear the cost of transferring its own attachments.
- b. Whenever it is necessary to replace or relocate a pole, Big Rivers shall, before making such replacement or relocation, give forty-eight (48) hours' notice (except in cases of emergency) to the CATV operator, specifying in said notice the time of such proposed replacement or relocation, and the CATV operator shall, at the time so specified, transfer its attachments to the new or relocated pole. Should the CATV operator fail to transfer its attachments to the new or relocated pole at the time specified, Big Rivers may elect to do such work and the CATV operator shall pay Big Rivers the cost thereof. Big Rivers shall not be liable for any consequential damages which may result therefrom.
- c. Any attachment of CATV which does not conform to the specifications set out in this tariff shall be brought into conformity herewith as soon as

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practical. Big Rivers reserves the right to inspect each new installation on its poles and in the vicinity of its lines or appurtenances. Such inspection made or not, shall not operate to relieve the CATV operator of any responsibility, obligation or liability assumed under this tariff.

- d. Big Rivers reserves to itself, its successor and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its own service requirements. Big Rivers shall not be liable to the CATV operator for any interruption of service or for interference with the operation of its cables, wire and appliances when such conditions are caused by situations beyond Big Rivers' control.

4. Inspections:

- a. Periodic Inspection: Any unauthorized or unreported attachment by a CATV operator will be billed at two times the amount that would have been due had the installation been made the day after the last inspection preceding discovery of the attachment.
- b. Make-Ready Inspection: Actual expenses, plus appropriate overhead charges, incurred by Big Rivers in any "make-ready" or "walk-through" inspection required of Big Rivers will be paid for by the CATV operator.

5. Insurance or Bond:

- a. The CATV operator shall defend, indemnify and save harmless Big Rivers from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including, but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment therefor, by reason of (1) injuries or deaths to persons, (2) damages to or destruction of properties, (3) pollutions, contaminations of or other adverse effects on the environment or (4) violations of

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governmental laws, regulations or orders whether suffered directly by Big Rivers itself, or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of the CATV operator, its employees, agents, or other representatives or from their presence on the premises of Big Rivers, either solely or in concurrence with any alleged joint negligence of Big Rivers. Big Rivers shall be liable for its sole active negligence.

- b. The CATV operator will provide coverage as follows from a company authorized to do business in the commonwealth of Kentucky:
 - (1) Protection for its employees to the extent required by Workers' compensation Laws of Kentucky.
 - (2) Public liability coverage with separate coverage for each town or city in which the CATV operator operates under this contract to a minimum amount of \$1,000,000 for each person and \$1,000,000 for each accident or personal injury or death, and \$25,000 as to the property of any one person, and \$100,000 as to any one accident of property damage.
 - (3) Naming Big Rivers Electric Corporation as an additional insured.
- c. Before beginning operations under this tariff, the CATV operator shall cause to be furnished to Big Rivers a certificate evidencing the existence of such coverage. Each policy required hereunder shall contain a contractual endorsement written as follows:

The insurance or bond provided herein shall also be for the benefit of Big Rivers Electric Corporation, so as to guarantee, within the coverage limits, the performance by the

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insured of any indemnity agreement set forth in this tariff. This insurance or bond may not be canceled for any cause without thirty (30) days' advance notice being first given to Big Rivers Electric Corporation.

6. Change of Use Provision:

When Big Rivers requires a change in its facilities for reasons unrelated to CATV operations, the CATV operator shall be given forty-eight (48) hours' notice (except in cases of emergency) in order to accomplish the CATV-related changes. If the CATV operator is unable or unwilling to meet Big Rivers' time schedule for such changes, Big Rivers may do the work and charge the CATV operator its reasonable costs for performing the change of CATV attachments.

7. Abandonment:

- a. Should Big Rivers decide to abandon any pole which the CATV operator is utilizing, it shall give the CATV operator notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, Big Rivers has no attachments on such pole, but the CATV operator has not removed all of its attachments therefrom, such pole shall thereupon become the property of the CATV operator, and the CATV operator shall save harmless Big Rivers from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and shall pay Big Rivers for such pole an amount equal to Big Rivers' depreciated cost thereof. Big Rivers shall further evidence transfer to the CATV operator of title to the pole by means of a bill of sale. Big Rivers reserves the right to abandon and salvage any power line free and clear of any obligations to the CATV operator and upon one year's notice to the CATV operator.

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b. The CATV operator may at any time abandon the use of any pole by giving due notice thereof in writing to Big Rivers and by removing therefrom any and all attachment it may have thereon. The CATV operator shall in such case pay Big Rivers the pro rata rental for said pole for the then current billing period.

8. Right of Others:

Upon notice from Big Rivers to the CATV operator that the use of any pole is forbidden by municipal or other public authorities or by property owners, the permit governing the use of such pole shall immediately terminate and the CATV operator shall remove its facilities from the affected pole at once. No refund of any rental will be due on account of any removal under these circumstances.

9. Payment of Taxes:

Each party shall pay all taxes and assessments lawfully levied on its own property upon said attached facilities, and the taxes and the assessments which are levied on said property shall be paid by the owner thereof, but any tax, fee or charge levied on Big Rivers' facilities solely because of their use by the CATV operator shall be paid by the CATV operator.

10. Bond or Deposit for Performance:

The CATV operator shall furnish bond or satisfactory evidence of contractual insurance coverage for the purposes thereafter specified in the amount of Five Thousand Dollars (\$5,000), evidence of which shall be presented to Big Rivers fifteen (15) days prior to beginning construction. Such bond or insurance shall contain the provision that it shall not be terminated prior to three (3) months after receipt by Big Rivers of written notice of the desire of the bonding or insurance company to terminate such bond or insurance. Upon receipt of such notice, Big Rivers shall request the CATV operator to immediately remove its cables, wires and all other facilities from all poles of Big Rivers. If the CATV operator should

Date of Issue August 12, 1998 Date Effective July 18, 1998

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 98-267, Order dated July 14, 1998



For All Territory Served By
Cooperative's Transmission System

PSC No. 23
Original Sheet No 18
Cancelling -----Sheet No.

RULES AND REGULATIONS

fail to complete the removal of all its facilities from the poles of Big Rivers within thirty (30) days after receipt of such request from Big Rivers, then Big Rivers shall have the right to remove them at the cost and expense of the CATV operator and without being liable for any damage to the CATV operator's wires, cables, fixtures or appurtenances. Such bond or insurance shall guarantee the payment of any sums which may become due to Big Rivers for rentals, inspections or work performed for the benefit of the CATV operator under this tariff, including the removal of attachments upon termination of service by any of its provisions.

11. Use of Anchors:

Big Rivers reserves the right to prohibit the use of any anchors by the CATV operator where conditions warrant such action.

12. Discontinuance of Service:

Big Rivers may refuse or discontinue serving an applicant as a customer under the conditions set out in 807 KAR 5:006 Section 11.

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For All Territory Served By
Cooperative's Transmission System

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Cancelling -----Sheet No.

RULES AND REGULATIONS

C. ELECTRIC SERVICE

1. APPLICABLE:

In all territory served by Cooperative's transmission system.

2. AVAILABILITY:

Available only for service to Big Rivers' member rural electric cooperatives subject to the special terms and conditions hereinafter set forth and to such of Big Rivers' general rules and regulations on file with the Public Service Commission of Kentucky.

3. TERM:

This rate schedule shall take effect at 12:01 a.m. on the day after the date of closing of the transaction between Big Rivers, LG&E Energy Corp. ("LEC") and its affiliates (the "Closing Date"). The existing wholesale power supply contracts, as amended, between Big Rivers Electric Corporation and each of its cooperative members shall remain in effect until January 1, 2023, and thereafter until terminated by either party giving to the other not less than six months' written notice of its intention to terminate.

4. RATES:

- a. For all Alcan smelter delivery points, a Monthly Delivery Point Rate for transmission and ancillary services supplied by Big Rivers to Henderson Union consisting of the Big Rivers Henderson Union Smelter Rate available to Alcan as described in Item (5) herein.
- b. For all Southwire smelter delivery points, a Monthly Delivery Point Rate for transmission and ancillary services supplied by Big Rivers to Green River consisting of the Big Rivers Green River

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RULES AND REGULATIONS

Smelter Rate available to Southwire as described in Item (6) herein.

c. For all Large Industrial Customer delivery points, a Monthly Delivery Point Rate consisting of the Big Rivers Large Industrial Customer Rate available to Large Industrial Customers as described in Item (7) herein.

d. For all other delivery points, a Monthly Delivery Point Rate consisting of:

(1) A Demand Charge of:

All kW of billing demand at \$7.37 per kilowatt.

Plus,

(2) An Energy Charge of:

All kWh per month at \$0.02040 per kWh.

(3) No separate transmission or ancillary services charges shall apply to these rates.

(4) The Demand and Energy Charges under this tariff shall not be subject to automatic adjustment for increases or decreases in fuel costs through a fuel adjustment clause, whether under 807 KAR 5:056 or otherwise, or by any automatic adjustment for an environmental surcharge, whether under KRS 278.183 or otherwise.

Date of Issue August 12, 1998 Date Effective July 18, 1998

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

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For All Territory Served By
Cooperative's Transmission System

PSC No. 23
Original Sheet No 21
Cancelling ----22-----Sheet No 40

RULES AND REGULATIONS

(5) Billing Form:

INVOICE

BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42420

TO: RURAL DELIVERY POINTS ACCOUNT
SERVICE FROM / / THRU / / COINCIDENTAL PEAK /

SUBSTATION	COIN KW	KWH	L.F. COIN	PREVIOUS READING	PRESENT READING	DIFF.	MULT.	KW/KWH
TOTAL								

DEMAND KW TIMES \$ _____ EQUALS \$ _____

P/F PENALTY KW TIMES \$ _____ EQUALS \$ _____

ADJUSTMENT KW TIMES \$ _____ EQUALS \$ _____
SUBTOTAL \$ _____

ENERGY KWH TIMES \$ _____ EQUALS \$ _____

ADJUSTMENT KWH TIMES \$ _____ EQUALS \$ _____
SUBTOTAL \$ _____

RESTITUTION ADJUSTMENT

CURRENT MONTHKWH TIMES \$ _____ EQUALS \$ _____
TOTAL AMOUNT DUE \$ _____

LOAD FACTOR AVAILABLE BEFORE COIN. BILLED	BASE	POWER FACTOR AVERAGE	PEAK	MILLS PER KWH
---	------	----------------------	------	---------------

DUE IN IMMEDIATELY AVAILABLE BEFORE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24TH OF THE MONTH

Date of Issue June 21, 1999 Date Effective May 24, 1999

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 98-428 Order dated May 24, 1999



RULES AND REGULATIONS

5. BIG RIVERS HENDERSON UNION SMELTER RATE

a. AVAILABILITY:

This tariff applies to Henderson Union Electric Cooperative Corp. ("HU") for purchases by HU of transmission and ancillary services for certain power as set forth in Section 5.c.(1) sold to Alcan Aluminum Corporation ("Alcan") for use at the Alcan primary aluminum smelter located in Sebree, Kentucky.

b. TERM OF THE RATE:

This tariff shall take effect at 12:01 a.m. on the day after the Closing Date of the transaction between Big Rivers and LG&E Energy Corp. ("LEC") and its affiliates and shall terminate at midnight on December 31, 2011. This tariff shall remain in effect during the entire term hereof, without modification.

c. RATES:

(1) Transmission Rates

For the period from the effective date of this tariff through December 31, 2011, to the extent HU requires transmission service to make sales of energy to Alcan (including all Tier 3 Energy taken after the effective date of this tariff and any Tier 1 Energy and Tier 2 Energy HU supplies from sources other than LG&E Energy Marketing Inc. ("LEM") as permitted by the HU/LEM Wholesale Agreement), Big Rivers shall assess unbundled charges for transmission for all energy purchased by HU from Third-Party Suppliers on behalf of Alcan. Big Rivers shall

Date of Issue August 12, 1998 Date Effective July 18, 1998

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 98-267 Order dated July 14, 1998



RULES AND REGULATIONS

charge HU for such transmission services according to the rates filed in Big Rivers' Open Access Transmission Tariff ("OATT") filed at and accepted by the Federal Energy Regulatory Commission and/or the Kentucky Public Service Commission as a comparable transmission tariff, as they are then in effect, applied to each kW of transmission demand or network service reserved on Big Rivers' Open Access Same-time Information System ("OASIS") by HU for power resold to Alcan. Big Rivers shall offer short- and long-term firm point-to-point service, non-firm point-to-point service, and network integration service to HU for this service under the terms and conditions of Big Rivers' OATT, with the charge for transmission to be based on the type and amount of transmission service selected and reserved each month on the OASIS by HU. HU will in all cases be responsible for obtaining such service using Big Rivers' OASIS.

(2) Ancillary Services Rates:

During the period from the effective date of this tariff through December 31, 2011, to the extent generation-based ancillary services are not supplied by LEM in association with amounts purchased by HU from LEM, HU shall be required separately to purchase generation-based ancillary services necessary to transmit power on Big Rivers' transmission system to HU for power resold to Alcan. Required ancillary services include: Reactive Supply and Voltage Control from Generation Sources Service; Regulation and Frequency Response Service; Energy Imbalance Service; Operating Reserve - Spinning Reserve Service; and Operating Reserve - Supplemental Reserve Service. HU shall be entitled to purchase these

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Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

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RULES AND REGULATIONS

generation-based ancillary services from any party capable of supplying them, including Big Rivers or LEM. Big Rivers' OATT contains rates for such services when supplied by Big Rivers to HU (with the exception of certain quantities of reactive power), and the rates used shall be the then-effective tariff rates for the individual ancillary services selected. Transmission-based ancillary service charges for Scheduling, System Control, and Dispatch Service shall be included as part of the transmission rate determined in accordance with Section 5.c.(1). In addition, there shall be no additional charge to HU for reactive power provided from the existing level of transmission capacitor banks on Big Rivers' transmission system or for the level of reactive power specified in Section 5.f.

d. CHARGES

Each calendar month from the effective date of this tariff through December 31, 2011, HU shall pay a Transmission Charge calculated in accordance with the transmission service reserved by HU on Big Rivers' transmission system as set forth in Section 5.c.(1) of this tariff, plus separate Ancillary Services Charges for any ancillary services purchased by HU from Big Rivers, calculated in accordance with the services purchased as set forth in Section 5.c.(2).

e. TERMINATION OF TARIFF AND OBLIGATIONS TO PURCHASE AND SELL:

As of the effective date of this tariff, Alcan shall have no further obligation to Big Rivers and there shall be no exit fee or stranded cost obligation owing from either Alcan or HU to Big Rivers or

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Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

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any other party relating to Big Rivers' supply of power and transmission to HU for power resold to Alcan prior to the effective date of this tariff. As of the effective date of this tariff, Big Rivers has no further obligation to provide electric power supply service to HU with respect to Alcan's load. This transmission and ancillary services tariff shall terminate as of December 31, 2011.

f. POWER FACTOR

For all power taken under this tariff on or before December 31, 2000 under Tier 1, Tier 2, and Tier 3, HU shall maintain and shall require Alcan to maintain a power factor at the point of delivery as nearly as practicable to unity and in no case shall the power factor be allowed to fall below 0.90 leading or lagging with respect to power delivered hereunder. For all power taken under this tariff after December 31, 2000 under Tier 1, Tier 2 and Tier 3, HU shall maintain and shall require Alcan to maintain its usage of reactive power at the point of delivery at a level such that the reactive power demand does not exceed the reactive power demand that would occur at a power factor of 0.90 lagging at the metered demand up to 233,000 kilowatts. In the event that Alcan's recorded reactive power demand exceeds the limitations set forth above, HU shall purchase sufficient reactive power from a third-party source or shall purchase such reactive power from Big Rivers to the extent available. The above described reactive power limits shall not be applicable to any reactive power consumed over new facilities (such as a 4th potline) installed after the effective date of this tariff by Alcan at the Sebree Smelter, the reactive power requirements of which will need to be separately evaluated and assessed by Big Rivers, HU and Alcan at such time as they are constructed.

Date of Issue August 12, 1998 Date Effective July 18, 1998

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 98-267 Order dated July 14, 1998



RULES AND REGULATIONS

g. BILLING

Big Rivers shall bill HU on the first working day after the 13th of the month for the previous month's transmission and ancillary services taken hereunder. HU shall pay Big Rivers in immediately available funds on or before the first working day after the 24th of the month. If HU shall fail to pay any such bill within such prescribed period, Big Rivers may discontinue delivery of electric power and energy hereunder upon five (5) days' written notice to LEM and HU of its intention to do so.

h. POWER SUPPLY OBLIGATIONS

Big Rivers shall have no power supply obligations under this tariff for Tier 1, Tier 2 or Tier 3 service or otherwise to HU for power to be resold to Alcan at any time after the effective date of this tariff. Any Tier 3 power supply agreements negotiated between Big Rivers and HU for power supply after December 31, 2000 shall be set forth separately.

i. TRANSMISSION OBLIGATIONS

(a) Priority Reservation of Existing Transmission Capacity

Through December 31, 2001, consistent with FERC Order No. 888, Big Rivers shall continue to have a transmission planning obligation with respect to the Alcan load served by HU, and HU will cause Big Rivers to hold in reserve at no additional cost existing transmission capacity in an amount needed for Alcan's reasonably forecasted load growth, provided such projections of forecasted load growth are made available to Big Rivers prior to the effective date of Big Rivers' OATT. Big Rivers will give

Date of Issue August 12, 1998 Date Effective July 18, 1998

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RULES AND REGULATIONS

Alcan and Henderson Union a written notice of filing and a copy of all filed materials at the time of any filing involving Big Rivers' OATT. The point-to-point transmission paths to be held in reserve for Alcan's reasonably forecasted load growth shall be those designated by HU to Big Rivers. Transmission capacity held in reserve for Alcan's reasonably forecasted load growth during this period shall be posted on Big Rivers' OASIS and made available to third-parties on a non-firm basis until such time as it is needed and contracted for at OATT rates by HU or HU's designated third-party supplier of power; provided, however, that if such transmission capacity held in reserve by Big Rivers for HU load growth attributable to Alcan is not contracted for by HU by December 31, 2001, Big Rivers shall thereafter be entitled to release such capacity held in reserve and post it for sale on a firm basis on its OASIS.

(b) Rates, Terms, and Conditions Not Unfavorable

For service to HU for power resold to Alcan, HU shall not be charged more than the lesser of (i) the amount that Big Rivers imputes to itself for its own off-system transactions, or (ii) the amount Big Rivers charges to any third-party after the effective date of this tariff for comparable transmission service and ancillary services. The terms and conditions of transmission service and ancillary services offered by Big Rivers to HU for power resold to Alcan shall not be (i) less favorable than those applied by Big Rivers to itself for its own off-system transactions under its OATT or (ii) less favorable than those applied by Big Rivers to any third-party taking service after the effective date of this tariff.

Date of Issue August 12, 1998 Date Effective July 18, 1998

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For All Territory Served By
Cooperative's Transmission System

PSC No. 23
Original Sheet No 28
Cancelling 22 Sheet No.40

RULES AND REGULATIONS

j. Billing Form:

BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42420

MONTH ENDING
TO HENDERSON-UNION ACCOUNT 82 HU
SUBSTATION ALCAN SERVICE FROM _____ THROUGH _____

TRANSMISSION
DEMAND KW TIMES \$ _____ EQUALS \$ _____

ADJUSTMENT KW TIMES \$ _____ EQUALS \$ _____
SUBTOTAL \$ _____

ANCILLARY SERVICES \$ _____

TOTAL AMOUNT DUE \$ _____

RESTITUTION ADJUSTMENT
HISTORIC KWH TIMES \$ _____ EQUALS \$ _____

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER
THE 24TH DAY OF THE MONTH

Date of Issue June 21, 1999 Date Effective May 24, 1998

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 98-267 Order dated July 14, 1998



RULES AND REGULATIONS

6. BIG RIVERS GREEN RIVER SMELTER RATE

a. AVAILABILITY:

This tariff applies to Green River Electric Corporation ("GREC") for purchases by GREC of transmission and ancillary services for certain power as set forth in Section 6.c.(1) sold to Southwire Company ("Southwire") for use at the Southwire primary aluminum smelter, including any fifth pot line if such pot line is constructed at the Southwire smelter, and further including the adjacent rod & cable mill, all located in Hancock County, Kentucky.

b. TERM OF THE RATE:

This tariff shall take effect at 12:01 a.m. on the day after the Closing Date of the transaction between Big Rivers and LG&E Energy Corp. ("LEC") and its affiliates and shall terminate at midnight on December 31, 2010. This tariff shall remain in effect during the entire term hereof, without modification.

c. RATES:

(1) Transmission Rates

For the period from the effective date of this tariff through December 31, 2010, to the extent GREC requires transmission service to make sales of energy to Southwire (including all Tier 3 Energy taken after the effective date of this tariff and any Tier 1 Energy and Tier 2 Energy GREC supplies from sources other than LG&E Energy Marketing Inc. ("LEM") as permitted by the GREC/LEM Wholesale Agreement), Big Rivers shall assess unbundled charges for

Date of Issue August 12, 1998 Date Effective July 18, 1998

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 98-267 Order dated July 14, 1998



RULES AND REGULATIONS

transmission for all energy purchased by GREC from Third-Party Suppliers on behalf of Southwire. Big Rivers shall charge GREC for such transmission services according to the rates filed in Big Rivers' OATT filed at and accepted by the Federal Energy Regulatory Commission and/or the Kentucky Public Service Commission as a comparable transmission tariff, as they are then in effect, applied to each kW of transmission demand or network service reserved on Big Rivers' Open Access Same-time Information System ("OASIS") by GREC for power resold to Southwire. Big Rivers shall offer short- and long-term firm point-to-point service, non-firm point-to-point service, and network integration service to GREC for this service under the terms and conditions of Big Rivers' OATT, with the charge for transmission to be based on the type and amount of transmission service selected and reserved each month on the OASIS by GREC. GREC will in all cases be responsible for obtaining such service using Big Rivers' OASIS.

(2) Ancillary Services Rates:

During the period from the effective date of this tariff through December 31, 2010, to the extent generation-based ancillary services are not supplied by LEM in association with amounts purchased by GREC from LEM, GREC shall be required separately to purchase generation-based ancillary services necessary to transmit power on Big Rivers' transmission system to GREC for power resold to Southwire. Required ancillary services include: Reactive Supply and Voltage Control from Generation Sources Service; Regulation and Frequency Response Service;

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RULES AND REGULATIONS

Energy Imbalance Service; Operating Reserve - Spinning Reserve Service; and Operating Reserve - Supplemental Reserve Service. GREC shall be entitled to purchase these generation-based ancillary services from any party capable of supplying them, including Big Rivers or LEM. Big Rivers' OATT contains rates for such services when supplied by Big Rivers to GREC (with the exception of certain quantities of reactive power), and the rates used shall be the then-effective tariff rates for the individual ancillary services selected. Transmission-based ancillary service charges for Scheduling, System Control, and Dispatch Service shall be included as part of the transmission rate determined in accordance with Section 6.c.(1). In addition, there shall be no additional charge to GREC for reactive power provided from the existing level of transmission capacitor banks on Big Rivers' transmission system or for the level of reactive power specified in Section 6.f.

d. CHARGES

Each calendar month from the effective date of this tariff through December 31, 2010, GREC shall pay a Transmission Charge calculated in accordance with the transmission service reserved by GREC on Big Rivers' transmission system as set forth in Section 6.c.(1) of this tariff, plus separate Ancillary Services Charges for any ancillary services purchased by GREC from Big Rivers, calculated in accordance with the services purchased as set forth in Section 6.c.(2).

Date of Issue August 12, 1998 Date Effective July 18, 1998

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 98-267 Order dated July 14, 1998



RULES AND REGULATIONS

e. TERMINATION OF TARIFF AND OBLIGATIONS TO
PURCHASE AND SELL:

As of the effective date of this tariff, Southwire shall have no further obligation to Big Rivers and there shall be no exit fee or stranded cost obligation owing from either Southwire or GREC to Big Rivers or any other party relating to Big Rivers' supply of power and transmission to GREC for power resold to Southwire prior to the effective date of this tariff. As of the effective date of this tariff, Big Rivers has no further obligation to provide electric power supply service to GREC with respect to Southwire's load. This transmission and ancillary services tariff shall terminate as of December 31, 2010.

f. POWER FACTOR

For all power taken under this tariff on or before December 31, 2000 under Tier 1, Tier 2, and Tier 3, GREC shall maintain and shall require Southwire to maintain a power factor at the point of delivery as nearly as practicable to unity and in no case shall the power factor be allowed to fall below 0.90 leading or lagging with respect to power delivered hereunder. For all power taken under this tariff after December 31, 2000 under Tier 1, Tier 2 and Tier 3, GREC shall maintain and shall require Southwire to maintain its usage of reactive power at the point of delivery at a level such that the reactive power demand does not exceed the reactive power demand that would occur at a power factor of 0.90 lagging at the metered demand up to 339,000 kilowatts. In the event that Southwire's recorded reactive power demand exceeds the limitations set forth above, GREC shall purchase sufficient reactive power from a third-party source or shall purchase such reactive power from Big Rivers, to the extent available. The above described reactive power limits shall not be applicable to any reactive power consumed on the proposed fifth pot line.

Date of Issue August 12, 1998 Date Effective July 18, 1998

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Specifically, for all Energy that Southwire purchases and receives from GREC with respect to any fifth pot line that may be constructed at the Southwire smelter, GREC shall require Southwire to maintain a power factor at the point of delivery that shall be at unity or leading, but in no event shall be lagging. At its sole expense, Southwire shall install the necessary equipment, or request GREC to acquire the necessary reactive power from third-party suppliers of generation-based ancillary services, to satisfy the limitation set forth in this paragraph.

g. BILLING

Big Rivers shall bill GREC on the first working day after the 13th of the month for the previous month's transmission and ancillary services taken hereunder. GREC shall pay Big Rivers in immediately available funds on or before the first working day after the 24th of the month. If GREC shall fail to pay any such bill within such prescribed period, Big Rivers may discontinue delivery of electric power and energy hereunder upon five (5) days' written notice to GREC and LEM of its intention to do so.

h. POWER SUPPLY OBLIGATIONS

Big Rivers shall have no power supply obligations under this tariff for Tier 1, Tier 2 or Tier 3 service or otherwise to GREC for power to be resold to Southwire at any time after the effective date of this tariff. Any Tier 3 power supply agreements negotiated between Big Rivers and GREC for wholesale power supply after December 31, 2000 shall be set forth separately.

i. TRANSMISSION OBLIGATIONS

Date of Issue August 12, 1998 Date Effective July 18, 1998

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 98-267 Order dated July 14, 1998



RULES AND REGULATIONS

(a) Priority Reservation of Existing Transmission Capacity

Through December 31, 2001, consistent with FERC Order No. 888, Big Rivers shall continue to have a transmission planning obligation with respect to the Southwire load served by GREC, and GREC will cause Big Rivers to hold in reserve at no additional cost existing transmission capacity in an amount needed for Southwire's reasonably forecasted load growth, provided such projections of forecasted load growth are made available to Big Rivers prior to the effective date of Big Rivers' OATT. Big Rivers will give Southwire and GREC a written notice of filing and a copy of all filed materials at the time of any filing involving Big Rivers' OATT. The point-to-point transmission paths to be held in reserve for Southwire's reasonably forecasted load growth shall be those designated by GREC to Big Rivers. Transmission capacity held in reserve for Southwire's reasonably forecasted load growth during this period shall be posted on Big Rivers' OASIS and made available to third-parties on a non-firm basis until such time as it is needed and contracted for at OATT rates by GREC or GREC's designated third-party supplier of power; provided, however, that if such transmission capacity held in reserve by Big Rivers for GREC load growth attributable to Southwire is not contracted for by GREC by December 31, 2001, Big Rivers shall thereafter be entitled to release such capacity held in reserve and post it for sale on a firm basis on its OASIS.

(b) Rates, Terms, and Conditions Not Unfavorable

Date of Issue August 12, 1998 Date Effective July 18, 1998

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 98-267 Order dated July 14, 1998



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Cooperative's Transmission System

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Original Sheet No 35
Cancelling _____ Sheet No.

RULES AND REGULATIONS

For service to GREC for power resold to Southwire, GREC shall not be charged by Big Rivers more than the lesser of (i) the amount that Big Rivers imputes to itself for its own off-system transactions, or (ii) the amount Big Rivers charges to any third-party after the effective date of this tariff for comparable transmission service and ancillary services. The terms and conditions of transmission service and ancillary services offered by Big River to GREC for power resold to Southwire shall not be (i) less favorable than those applied by Big Rivers to itself for its own off-system transactions under its OATT or (ii) less favorable than those applied by Big Rivers to any third-party taking service after the effective date of this tariff.

Date of Issue August 12, 1998 Date Effective July 18, 1998

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

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For All Territory Served By
Cooperative's Transmission System

PSC No. 23
Original Sheet No 36
Cancelling 22 Sheet No. 40

RULES AND REGULATIONS

j. BILLING FORM

BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42420

MONTH ENDING

TO GREEN RIVER ACCOUNT 82 GR

SUBSTATION NSA SERVICE FROM _____ THROUGH _____

TRANSMISSION
DEMAND KW TIMES \$ _____ EQUALS \$ _____

ADJUSTMENT KW TIMES \$ _____ EQUALS \$ _____

SUBTOTAL \$ _____

ANCILLARY SERVICES \$ _____

TOTAL AMOUNT DUE \$ _____

RESTITUTION ADJUSTMENT
HISTORIC KWH TIMES \$ _____ EQUALS \$ _____

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24TH OF THE MONTH

Date of Issue June 21, 1999 Date Effective May 24, 1999

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 98-4277 Order dated May 24, 1999



RULES AND REGULATIONS

7. BIG RIVERS LARGE INDUSTRIAL CUSTOMER RATE

a. Availability:

This schedule is available to any of Big Rivers' then existing rural electric distribution cooperatives for service to Large Industrial Customers served using dedicated delivery points for such portions of their loads not treated as either Expansion Demand or Expansion Energy where applicable as provided by and in accordance with the provisions and definitions of the Big Rivers Large Industrial Customer Expansion Rate (Rate Schedule 10). For purposes of clarification, this rate schedule shall be closed hereafter and Rate Schedule 10 shall apply, unless otherwise supplanted by special contracts, to (1) the load of any New Customer as defined in Rate Schedule 10 where such New Customer has either initially contracted for five (5) MWs or more of capacity or whose aggregate peak load at any time amounts to five (5) MWs or greater (including any later increases to such load) and (2) the expanded load requirements of an Existing Customer subject to Rate Schedule 10 as defined therein, where such expanded load requirements are defined as Expansion Demand or Expansion Energy in Rate Schedule 10 e.(2).

b. Term of the Rate Schedule:

This rate schedule shall take effect at 12:01 a.m. on the later to occur of September 1, 1999, or the date upon which the Kentucky Public Service Commission approves this rate schedule.

c. Rates

Date of Issue October 18, 2002 Date Effective February 25, 2000

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 2002-00272, Order dated October 1, 2002



RULES AND REGULATIONS

(1) Rates Separate for Each Large Industrial Customer

Each month each Member Cooperative shall be required to pay separately for each of its qualifying Large Industrial Customers taking service under this tariff, in each case using that individual Large Industrial Customer's contract demand (if any) or metered demand, as applicable.

(2) For all Large Industrial Customer delivery points, a Monthly Delivery Point Rate consisting of:

(a) A Demand Charge of:

All kW of billing demand at \$10.15 per kilowatt.

Plus,

(b) An Energy Charge of:

All kWh per month at \$0.013715 per kWh.

(c) No separate transmission or ancillary services charges shall apply to these rates.

(3) The Demand and Energy Charges under this tariff shall not be subject to automatic adjustment for increases or decreases in fuel costs through a fuel adjustment clause, whether under 807 KAR 5:056 or otherwise, or by any automatic adjustment for an environmental surcharge, whether under KRS 278.183 or otherwise.

Date of Issue October 18, 2002 Date Effective February 25, 2000

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 2002-00272, Order dated October 1, 2002



RULES AND REGULATIONS

d. CHARGES

Each month, each Member Cooperative shall pay on behalf of each of its large industrial customers taking service under this rate schedule a demand charge calculated by multiplying the demand charge rate contained in Section 7.c.2(a) by the higher of the maximum integrated metered thirty-minute coincident peak demand or the established contract demand, if any, plus an energy charge calculated by multiplying the energy charge contained in Section 7.c.2(b) by the metered consumption of kWh in that month.

e. BILLING

Big Rivers shall bill Member on the first working day after the 13th of the month for the previous month's service hereunder for Large Industrial Customers. Member shall pay Big Rivers in immediately available funds on the first working day after the 24th of the month. If Member shall fail to pay any such bill within such prescribed period, Big Rivers may discontinue delivery of electric power and energy hereunder upon five (5) days' written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of Member to pay the take-or-pay obligation of a particular Large Industrial Customer.

Date of Issue October 18, 2002 Date Effective February 25, 2000

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 2002-00272, Order dated October 1, 2002



For All Territory Served By
Cooperative's Transmission System

PSC No. 22
Original Sheet No. 40
Cancelling 22 Sheet No. 40

RULES AND REGULATIONS

f. BILLING FORM:

INVOICE

BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42420

TO: LARGE INDUSTRIAL CUSTOMER	ACCOUNT				
DELIVERY POINTS		SERVICE FROM	/ /	THRU	/ /
USAGE					
DEMAND /	TIME /	DAY	METER MULT.		KW DEMAND
POWER FACTOR BASE	PEAK	AVERAGE			BILLED
ENERGY	PREVIOUS	PRESENT	DIFFERENCE	MULT.	KWH USED
DEMAND		KW TIMES \$	_____	EQUALS	\$ _____
P/F PENALTY		KW TIMES \$	_____	EQUALS	\$ _____
ADJUSTMENT		KW TIMES \$	_____	EQUALS	\$ _____
		SUBTOTAL			\$ _____
ENERGY		KWH TIMES \$	_____	EQUALS	\$ _____
ADJUSTMENT		KWH TIMES \$	_____	EQUALS	\$ _____
<u>RESTITUTION ADJUSTMENT</u>		KWH TIMES \$	_____	EQUALS	\$ _____
HISTORIC		KWH TIMES \$	_____	EQUALS	\$ _____
		TOTAL AMOUNT DUE			\$ _____

LOAD FACTOR
ACTUAL MILLS PER KWH

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24TH OF THE MONTH

Date of Issue June 21, 1999 Date Effective May 24, 1999

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in PSC Case No. 98-4274, Order dated May 24, 1999



For All Territory Served By
Cooperative's Transmission System

PSC No. 22
Original Sheet No. 41
Cancelling _____ Sheet No. _____

RULES AND REGULATIONS

B. CABLE TELEVISION ATTACHMENT

1. Applicability:

In all territory served by Big Rivers on poles owned and used by Big Rivers for its electric plant.

2. Availability:

To all qualified CATV operators having the right to receive service.

3. Rental Charge:

The yearly rental charges shall be as follows:

Two-party pole attachment without ground	\$3.14
Three-party pole attachment without ground	\$2.23
Two-party pole attachment with ground	\$3.37
Three-party pole attachment with ground	\$2.37
Two-party anchor attachment	\$5.56
Three-party anchor attachment	\$3.71

4. Billing:

Rental charges shall be billed yearly based on the number of attachments in place as of the end of the preceding calendar year. Payment is due within fifteen (15) days after the bill is mailed. If the CATV operator shall fail to pay any such bill within such fifteen (15) day period, Big Rivers may discontinue service hereunder upon fifteen days' written notice to the CATV operator of its intention to do so.

Date of Issue August 12, 1998 Date Effective July 18, 1998

Issued By _____ Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in PSC Case No. 99-267, Order dated July 14, 1998



For All Territory Served By
Cooperative's Transmission System

PSC No. 22
Original Sheet No. 42
Cancelling _____ Sheet No. _____

RULES AND REGULATIONS

5. Specifications:

- a. The attachments covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, 1981 Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.
- b. The strength of poles covered by this agreement shall be sufficient to withstand the transverse and vertical load imposed upon them under the storm loading of the National Electrical Safety Code assumed for the area in which they are located.

Date of Issue August 12, 1998 Date Effective July 18, 1998

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in PSC Case No. 99-267, Order dated July 14, 1998



For All Territory Served By
Cooperative's Transmission System

PSC No. 22
Original Sheet No. 43
Cancelling _____ Sheet No. _____

RULES AND REGULATIONS

6. Billing Form:

INVOICE

Cable Television

INVOICE NO. _____
DATE _____

DESCRIPTION

AMOUNT

Re: Cable Television Attachment Agreement

Yearly rental charge as set forth in Licensor's tariffs as filed and approved with the Public Service Commission. License granted September 6, 1984, Permit No. 001.

<u>Applicable Tariff</u>	<u>Qty</u>	<u>Rate</u>
Two-party pole attachment without ground		\$3.14
Three-party pole attachment without ground		\$2.23
Two-party pole attachment with ground		\$3.37
Three-party pole attachment with ground		\$2.37
Two-party anchor attachment		\$5.56
Three-party anchor attachment		\$3.71

Terms: Net Fifteen (15) Days

Direct any inquiry to Vice President of Finance & Administrative Services
Phone: (502) 827-2561

Total Amount Due: _____

Date of Issue August 12, 1998 Date Effective July 18, 1998

Issued By _____ Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in PSC Case No. 99-267, Order dated July 14, 1998



RULES AND REGULATIONS

8. BIG RIVERS COGENERATION AND SMALL POWER
PRODUCTION PURCHASE TARIFF – OVER 100 KW

a. Availability:

Available to any customer of a Member Cooperative who qualifies as a cogenerator or small power producer pursuant to Regulation 807 KAR 5:054 of the Kentucky Public Service Commission.

b. Terms and Conditions:

- (1) The cogeneration or small power production facility must have a total design capacity over 100 KW.
- (2) All power from a QF purchased under this tariff will be sold to Big Rivers.
- (3) The QF must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.
- (4) QF shall provide reasonable protection for Big Rivers and the Member Cooperative's system.
- (5) QF shall design, construct, install, own, operate, and maintain the Qualifying Facility in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.
- (6) QF shall reimburse Big Rivers and the Member Cooperative for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.

Date of Issue July 30, 1999 Date Effective July 20, 2000

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in PSC Case No. 99-354, Order dated July 20, 2000



For All Territory Served By
Cooperative's Transmission System

PSC No. 22
Original Sheet No. 45
Cancelling _____ Sheet No. _____

RULES AND REGULATIONS

- (7) QF shall enter into a written contract with Big Rivers. Such contract shall set forth any specific arrangements between the parties based on the individual circumstances so involved.

c. Definitions:

- (1) Big Rivers – “Big Rivers” shall mean Big Rivers Electric Corporation.
- (2) LEM – “LEM” means LG&E Energy Marketing, Inc.
- (3) Member Cooperatives – As of the effective date of this tariff, “Member Cooperatives” means collectively, Kenergy Corp., Jackson Purchase Energy Corporation and Meade County Rural Electric Cooperative Corporation.
- (4) Power Purchase Agreement – “Power Purchase Agreement” means the Power Purchase Agreement between Big Rivers and LEM dated July 1998.
- (5) QF – “QF” means a cogeneration or small power production facility meeting the criteria for Qualifying Facility of Section 4 of 807 KAR 5:054.
- (6) Third Party Supplier – “Third Party Supplier” means any supplier of wholesale electric service to Big Rivers other than SEPA or LEM pursuant to the Power Purchase Agreement.

d. Rates for Purchases from QFs:

Date of Issue July 30, 1999 Date Effective July 20, 2000

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in PSC Case No. 99-354, Order dated July 20, 2000



RULES AND REGULATIONS

(1) Capacity Purchase Rates:

Big Rivers presently has no avoided capacity costs and the Capacity Purchase Rate is, therefore, zero. At such time when it becomes necessary for Big Rivers to procure additional system capacity or energy beyond that available under the Power Purchase Agreement and from SEPA, then Big Rivers will determine its avoided costs for capacity, energy, or both for power requirements in excess of those amounts available under the Power Purchase Agreement and from SEPA.

(2) Firm Energy Purchase Rates:

The Energy Purchase Rates in each month shall be based upon Big Rivers' actual avoided cost for energy in each hour of the month, plus applicable losses, and shall be the lesser of:

- (i) The applicable Base Power rate as specified in Section 6.3(a) of the Power Purchase Agreement; plus Base Power Rate Adjustment, if any, as specified in Section 6.3(b) of the Power Purchase Agreement; minus, applicable penalty to the Base Power rate in any hour in which an Hourly Deficit occurs pursuant to Section 6.4(b) of the Power Purchase Agreement; or,
- (ii) The actual price in \$ per MWh paid by Big Rivers for energy purchased from a Third Party Supplier in each hour of the month.

Date of Issue July 30, 1999 Date Effective July 20, 2000

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in PSC Case No. 99-354, Order dated July 20, 2000



RULES AND REGULATIONS

e. Failure to Generate:

The QF shall indemnify Big Rivers for any and all additional costs incurred as a result of the QF's failure to generate, including without limitation, costs of ancillary services necessary to maintain reliability on the Big Rivers' system.

f. System Emergencies:

During system emergencies, Big Rivers may discontinue purchases or the QF may be required to provide energy or capacity in accordance with 807 KAR 5:054 – Section 6.

g. Interconnections:

Big Rivers requires a three party interconnection agreement between the QF Member, Big Rivers, and the Member Cooperative prior to service under this tariff. Big Rivers shall make interconnections with the Member Cooperative, the QF Member, or both as required and the QF Member will pay for the interconnection costs in accordance with 807 KAR 5:054 – Section 6 and the interconnection agreement.

h. Loss Compensation:

Power and energy purchased by Big Rivers pursuant to this rate schedule which must be transmitted to Big Rivers' transmission system across or through utilities owned by a Member Cooperative shall be subject to an adjustment to reflect losses between the QF and the point of delivery to the Big Rivers transmission system.

Date of Issue July 30, 1999 Date Effective July 20, 2000

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Issued By Authority of PSC in PSC Case No. 99-354, Order dated July 20, 2000



RULES AND REGULATIONS

9. BIG RIVERS COGENERATOR AND SMALL POWER PRODUCER
SALES TARIFF – OVER 100 KW

a. Availability:

Available to any Member Cooperative for service to any member of the Member Cooperative with cogeneration and/or small power production facility (i) that has net output of less than 5,000 kW and (ii) which meets the criteria for Qualifying Facility of 807 KAR 5:054 – Section 4 and are certified or self-certified pursuant to FERC regulations. Charges for the services under this tariff to any Member Cooperative for service to any member of the Member Cooperative with a cogeneration and/or small power production facility which equals or exceeds 5,000 kW in net output shall be established by special contract. Big Rivers encourages, as an alternative to this tariff and the charges provided herein, that a Member Cooperative negotiate a special contract with Big Rivers to meet the requirements of any retail member for the services provided for in this tariff.

b. Applicability:

Applicable to purchases made by a Member Cooperative for service to any QF Member of a Member Cooperative with a total capacity requirement of 100 kW or more with on-site generation of 100 kW or more operating in excess of 200 hours per year, electrically engineered so that it can meet part or all of its load with its own generation, for service not covered by one of Big Rivers' other rates. The QF Member shall have the option to provide all or part of its load with its own generation in which case that portion of the QF Member's load requirements not met by the QF, shall be provided to the Member Cooperative under

Date of Issue July 30, 1999 Date Effective July 20, 2000

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Issued By Authority of PSC in PSC Case No. 99-354, Order dated July 20, 2000



For All Territory Served By
Cooperative's Transmission System

PSC No. 22
First Revised Sheet No. 48a
Cancelling Original Sheet No. 39

RULES AND REGULATIONS

this tariff and all requirements for back-up or maintenance service for the QF Member shall be provided under this tariff. Otherwise, the QF Member may sell all of the output of its QF in which case the QF Member's load requirements shall be provided to the Member Cooperative under the terms and conditions of one or more of Big Rivers' standard rates applicable to the load requirements and type of service of the QF Member.

c. Definitions:

Date of Issue July 30, 1999 Date Effective July 20, 2000

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Issued By Authority of PSC in PSC Case No. 99-354, Order dated July 20, 2000



For All Territory Served By
Cooperative's Transmission System

PSC No. 22
Original Sheet No. 49
Cancelling _____ Sheet No. _____

RULES AND REGULATIONS

- (1) Big Rivers – “Big Rivers” shall mean Big Rivers Electric Corporation.
- (2) LEM – “LEM” means LG&E Energy Marketing, Inc.
- (3) Member Cooperative – As of the effective date of this tariff, “Member Cooperatives” means collectively, Kenergy Corp., Jackson Purchase Energy Corporation and Meade County Rural Electric Cooperative Corporation.
- (4) Off-System Sales Transaction – “Off-System Transaction” means sales of electric energy by Big Rivers other than to the Member Cooperatives, Oglethorpe Power, HMP&L, and Hoosier Energy pursuant to the Power Purchase Agreement.
- (5) Power Purchase Agreement – “Power Purchase Agreement” means the Power Purchase Agreement between Big Rivers and LEM dated July 1998.
- (6) QF – “QF” means a cogeneration or small power production facility meeting the criteria for Qualifying Facility of Section 4 of 807 KAR 5:054 and are certified or self-certified pursuant to FERC regulations.
- (7) QF Member – “QF Member” means a member of a Member Cooperative with a QF.
- (8) Third Party Supplier – “Third Party Supplier” means any supplier of wholesale electric service to Big Rivers other than SEPA or LEM pursuant to the Power Purchase Agreement.

Date of Issue July 30, 1999 Date Effective July 20, 2000

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Issued By Authority of PSC in Case No. 99-354, Order Dated July 20, 2000



For All Territory Served By
Cooperative's Transmission System

PSC No. 22
Original Sheet No. 50
Cancelling _____ Sheet No. _____

RULES AND REGULATIONS

d. Conditions of Service:

To receive service hereunder, the Member Cooperative must:

(1) Obtain from the QF Member an executed, written contract for electric service hereunder on terms acceptable to Big Rivers. Such contract shall set forth any specific arrangements between the parties based on individual circumstances and shall:

- (i) Specify the maximum capacity to be made available to the QF Member on an unscheduled basis in any hour (Maximum Unscheduled Capacity), and
- (ii) If desired by the QF Member, specify the terms and conditions for the delivery of Maintenance Service, and
- (iii) If desired by the QF Member, specify the capacity of on-site generation for which interruptible unscheduled back-up and interruptible scheduled maintenance power may be provided, and
- (iv) Specify any other term or condition which the Member Cooperative or Big Rivers may require for service used by a QF Member, taking into account the nature of use, the quality used, the quantity used, the time when used, the purpose for which used,

Date of Issue July 30, 1999 Date Effective July 20, 2000

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RULES AND REGULATIONS

and any other reasonable consideration, and

- (2) Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding the power supply for the QF Member.

e. For each QF Member, the Member Cooperative will be billed monthly for:

- (1) Supplementary Service (capacity and energy).
- (2) Unscheduled Back-up Service, if any (capacity charge only).
- (3) Maintenance Service (capacity and energy), if any.
- (4) Excess Demand, if any.
- (5) Additional charges, if any.

f. Monthly Charges for Sales to a Member Cooperative for Service to a QF Member:

- (1) Supplementary Service:

Supplementary demand shall be the QF Member's highest actual demand (adjusted for distribution losses if applicable) measured during the month, excluding Scheduled Maintenance Demand up to but not exceeding the actual measured demands in each demand interval during a Maintenance Schedule, and supplementary

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For All Territory Served By
Cooperative's Transmission System

PSC No. 22
Original Sheet No. 52
Cancelling _____ Sheet No. _____

RULES AND REGULATIONS

energy shall be the actual measured energy (adjusted for distribution losses if applicable), excluding Maintenance Energy sold to the QF by the Member Cooperative in each month. The monthly charges for supplementary demand and energy shall be:

\$7.37 per kW of Supplementary Demand

\$0.0204 per kWh of Supplementary Energy

(2) Unscheduled Back-up Service:

Unscheduled Back-up Demand is the QF Member's Maximum Unscheduled Capacity minus the Supplementary Billing Demand for the month. In months in which Maintenance Service has been Scheduled, appropriate credit for Scheduled Maintenance Demand shall be applied to the Unscheduled Back-up Demand such that the Member Cooperative will not be charged for Unscheduled Back-up Demand in addition to Scheduled Maintenance Demand when Scheduled Maintenance Service is being provided. The monthly charges to a Member Cooperative for Unscheduled Back-up Demand shall be:

\$7.37 per kW of Unscheduled Back-up Demand

Maximum Unscheduled Capacity shall initially be the amount as specified by the QF Member per contract with the Member Cooperative, but in no case less than the actual demand delivered in any month, including the current month. Big Rivers will accept a reduction in the Maximum Unscheduled Capacity upon twelve (12) months advance

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RULES AND REGULATIONS

notice from the Member Cooperative. Said notice must specify the reduction in kW's and the basis for the lower requirement. All energy shall be billed as either supplementary energy or maintenance energy.

(3) Maintenance Service:

Maintenance Service shall be available to a Member Cooperative to back-up a QF Member's QF only if the Member Cooperative has scheduled delivery of the maintenance services in advance with Big Rivers. The Member Cooperative may schedule up to four weeks of seven consecutive days each per year of such service for a QF Member, subject to scheduling of such usage by Big Rivers. The Member Cooperative may reschedule at anytime by giving forty-eight (48) hours notice to Big Rivers. Scheduled Maintenance Demand may not exceed the design capacity of the QF Member's QF. Maintenance Service will be available on an on-peak or off-peak basis. The selection of on-peak Maintenance Service entitles the Member Cooperative to schedule the service for the QF Member at any time. The selection of off-peak Maintenance Service entitles the Member Cooperative to schedule the service for the QF Member only during those hours not designated as on-peak. The designated on-peak hours are as follows:

- (i) Summer on-peak usage is defined as power requirements occurring between the hours beginning 6:00 am and ending 10:00 pm on any weekday from May 1 through September 30.

Date of Issue July 30, 1999 Date Effective July 20, 2000

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For All Territory Served By
Cooperative's Transmission System

PSC No. 22
Original Sheet No. 54
Cancelling _____ Sheet No. _____

RULES AND REGULATIONS

- (ii) Winter on-peak usage is defined as power requirements occurring between the hours beginning 6:00 am and ending 10:00 pm on any weekday from December 1 through March 31.
- (iii) Off-peak usage is defined as all power requirements not included in paragraph (i) or (ii).

The charges for On-peak Maintenance Service shall be the greater of:

- (1) \$1.835 per kW of Scheduled Maintenance Demand per week, plus
\$0.0204 per kWh of Maintenance Energy; or
- (2) 110% of the price at the time of scheduling of a block of energy obtainable by Big Rivers in the futures market which is sufficient to meet the Member Cooperative's scheduled Maintenance Service requirements.

The charges for Off-peak Maintenance Service shall be:

\$1.835 per kW of Scheduled Maintenance Demand per week, plus
\$0.0204 per kWh of Maintenance Energy.
Maintenance Energy shall be the amount of energy purchased by the Member Cooperative for the QF Member

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RULES AND REGULATIONS

in each hour during Scheduled Maintenance Service up to but not exceeding the Scheduled Maintenance Demand in each hour.

(4) Excess Demand:

Excess Demand is the amount in any hour by which the actual demand, less any Maintenance Demand, exceeds the previously established Maximum Unscheduled Capacity. Charges for Excess Demand shall be in addition to the charges for Supplementary Service and shall be either:

- (i) One hundred-ten percent (110%) of Big Rivers' actual cost, including transmission service, to import energy from a Third Party supplier to supply the Excess Demand of the Member Cooperative for the QF Member; or
- (ii) If it is not necessary for Big Rivers to import energy from a Third Party Supplier, charges for Excess Demand shall be the greater of: a) \$7.37 per kW times the highest Excess Demand recorded during the month; or b) 110% of the highest price received by Big Rivers during an Off-System Sales Transactions during the month times the sum of the Excess Demands measured during the month.

Big Rivers shall be the sole determinant of when and under what circumstances it is required to import energy from a Third Party Supplier to

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RULES AND REGULATIONS

provide Excess Demand.

(5) Additional Charges:

Any and all costs incurred by Big Rivers as a result of the QF's failure to generate, including, without limitation, ancillary services necessary to maintain reliability on the Big Rivers' system, shall be charged to the Member Cooperative in addition to all other charges.

(6) Interruptible Service:

Interruptible Supplementary Service or Interruptible Back-up Service will be made available, upon request. Terms and conditions of interruptible service will be as negotiated under special contract according to the terms of 807 KAR 5:054.

g. Interconnections:

Big Rivers requires a three party interconnection agreement between the QF Member, Big Rivers, and the Member Cooperative prior to service under this tariff. Big Rivers shall make interconnections with the Member Cooperative, or the QF Member, or both as required and the QF Member will pay for the interconnection costs in accordance with 807 KAR 5:054 – Section 6 and the interconnection agreement.

h. System Emergencies:

During System Emergencies, Big Rivers may discontinue sales in accordance with 807 KAR 5:054 – Section 6.

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For All Territory Served By
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PSC No. 22
Original Sheet No. 57
Cancelling _____ Sheet No. _____

RULES AND REGULATIONS

i. Loss Compensation:

Power and energy delivered by Big Rivers pursuant to this rate schedule shall be metered at or compensated to Big Rivers' point of delivery to the Member Cooperative. Where metering of the QF Member's load is at a point of delivery on a Member Cooperative's distribution system, metered demand and energy shall be adjusted to compensate for distribution losses prior to billing hereunder.

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For All Territory Served By
Cooperative's Transmission System

PSC No. 22
Original Sheet No. 58
Cancelling _____ Sheet No. _____

RULES AND REGULATIONS

f. BILLING FORM:

INVOICE

BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42420

TO: COGENERATOR AND SMALL POWER PRODUCER SALES ACCOUNT
DELIVERY POINTS SERVICE FROM / / THRU / /

USAGE:
DEMAND / TIME / DAY METER MULT. kW DEMAND
POWER FACTOR BASE PEAK AVERAGE BILLED
SUPPLEMENTAL DEMAND kW BILLED
UNSCHEDULED BACK-UP DEMAND kW BILLED
MAINTENANCE DEMAND kW BILLED
EXCESS DEMAND kW BILLED
CUMULATIVE EXCESS DEMAND kW BILLED
ENERGY PREVIOUS PRESENT DIFFERENCE MULT. kWh USED
SUPPLEMENTAL ENERGY kWh USED
MAINTENANCE ENERGY kWh USED

SUPPLEMENTARY SERVICE

DEMAND	kW	TIMES \$	_____	EQUALS	\$	_____
P/F PENALTY	kW	TIMES \$	_____	EQUALS	\$	_____
ENERGY	kWh	TIMES \$	_____	EQUALS	\$	_____
SUBTOTAL					\$	_____

UNSCHEDULED BACK-UP SERVICE

DEMAND	kW	TIMES \$	_____	EQUALS	\$	_____
--------	----	----------	-------	--------	----	-------

MAINTENANCE SERVICE ON-PEAK

DEMAND PER-WEEK (IF APPLICABLE)	kW	TIMES \$	_____	EQUALS	\$	_____
ENERGY (IF APPLICABLE)	kWh	TIMES \$	_____	EQUALS	\$	_____
SCHEDULED ENERGY BLOCK (IF APPLICABLE)						
TOTAL AMOUNT DUE					\$	_____

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For All Territory Served By
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PSC No. 22
Original Sheet No. 59
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RULES AND REGULATIONS

OFF-PEAK

DEMAND PER-WEEK	kw	TIMES \$	_____	EQUALS	\$	_____
ENERGY	kWh	TIMES \$	_____	EQUALS	\$	_____
SUBTOTAL					\$	_____

EXCESS SERVICE

EXCESS DEMAND (IF APPLICABLE)	kw	TIMES \$	_____	EQUALS	\$	_____
CUMMULATIVE EXCESS DEMAND (IF APPLICABLE)	kw	TIMES \$	_____	EQUALS	\$	_____
IMPORTED EXCESS ENERGY (IF APPLICABLE)	kWh	TIMES \$	_____	EQUALS	\$	_____
TOTAL AMOUNT DUE					\$	_____

ADDITIONAL CHARGES

TOTAL AMOUNT DUE					\$	_____
------------------	--	--	--	--	----	-------

RESTITUTION ADJUSTMENT

HISTORIC	kWh	TIMES \$	_____	EQUALS	\$	_____
TOTAL AMOUNT DUE					\$	_____

LOAD FACTOR

ACTUAL MILLS PER kWh

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24TH OF THE MONTH

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For All Territory Served By
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PSC No. 22
Second Revised Sheet No. 60
Cancelling First Revised Sheet No. 60

RULES AND REGULATIONS

10. BIG RIVERS LARGE INDUSTRIAL CUSTOMER EXPANSION RATE

a. Availability:

This schedule is available to any of the Member Cooperatives of Big Rivers for service to certain large industrial or commercial loads as specified in item (b) defining applicability. For all loads meeting the applicability criteria below, no other Big Rivers tariff rate will be available. As an alternative to this rate schedule, the Member Cooperative may negotiate a "Special Contract Rate" with Big Rivers for application on a case by case basis for loads meeting the applicability criteria below.

b. Applicability:

This schedule shall be applicable as follows:

- (1) To purchases made by a Member Cooperative for service to any New Customer initiating service after August 31, 1999, including New Customers with a QF as defined in Rate Schedule 9, that either initially contracts for five (5) MWs or more of capacity or whose aggregate peak load at any time amounts to five (5) MWs or greater (including any later increases to such load) in which case the entire load shall be thereafter subject to this rate schedule.
- (2) To purchases made by a Member Cooperative for expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule 9, where:
 - (i) the customer was in existence and served under the then effective Big Rivers Large Industrial Customer Rate Schedule any time during the Base Year and, (ii) the

Date of Issue August 19, 2005 Date Effective February 25, 2000

Issued By _____ Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 2005-00275, Order Dated August 11, 2005



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expanded load requirements are increases in peak load which in the aggregate result in a peak demand which is at least five (5) MWs greater than the customer's Base Year peak demand.

- (3) To purchases made by a Member Cooperative for the expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule 9, where: (i) the customer's load was in existence and served through a Rural Delivery Point as defined in A.1.a.(3) of this Transaction Tariff; (ii) the expanded load requirements are increases in peak load which in the aggregate result in a peak demand which is at least five (5) MWs greater than the customer's Base Year peak demand; and (iii) the customer requires service through a dedicated delivery point as defined in A.1.a.(2) of the Rules and Regulations Section of this Transaction Tariff.

c. Conditions of Service

To receive service hereunder, the Member Cooperative must:

- (1) Obtain from the customer an executed written contract or amend an existing contract, for electric service hereunder with terms acceptable to Big Rivers.
- (2) Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding power supply for the customer.

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For All Territory Served By
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d. Definitions:

- (1) Base Year – “Base Year” shall mean the twelve (12) calendar months from September 1998 through August 1999.
- (2) Big Rivers – “Big Rivers” shall mean Big Rivers Electric Corporation.
- (3) Existing Customer – “Existing Customer” shall mean any customer of a Member Cooperative served as of August 31, 1999.
- (4) LEM – “LEM” shall mean LG&E Energy Marketing, Inc.
- (5) Member Cooperatives – As of the effective date of this tariff, “Member Cooperatives” shall mean collectively, Kenergy Corp., Jackson Purchase Energy Corporation, and Meade County Rural Electric Cooperative Corporation.
- (6) New Customer – “New Customer” shall mean any customer of a Member Cooperative commencing service on or after September 1, 1999.
- (7) OATT – “OATT” shall mean Big Rivers’ effective Open Access Transmission Tariff filed at the Federal Energy Regulatory Commission and/or the Kentucky Public Service Commission.
- (8) Power Purchase Agreement – “Power Purchase Agreement shall mean the Power Purchase Agreement between Big Rivers and LEM dated July 1998.

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RULES AND REGULATIONS

- (9) Real Time Pricing – “Real Time Pricing” shall mean market pricing scheduled a day a week ahead, as requested by the Distribution Cooperative on behalf of the retail customer.
- (10) SEPA – “SEPA” shall mean the Southeastern Power Administration.

e. Expansion Demand and Expansion Energy:

- (1) Expansion Demand and Expansion Energy for the load requirements of a New Customer shall be the Member Cooperative’s total demand and energy requirements for the New Customer, including amounts sufficient to compensate for losses on the Big Rivers’ transmission system as set forth in Big Rivers’ OATT.
- (2) Expansion Demand for the expanded load requirements of an Existing Customer shall be the amount in kW by which the customer’s Billing Demand exceeds the customer’s Base Year peak demand, plus an additional amount of demand sufficient to compensate for losses on the Big Rivers’ transmission system as set forth in Big Rivers’ OATT. In those months in which there is Expansion Demand, Expansion Energy shall be the amount in kWh by which the customer’s kWh usage for the current month exceeds the customer’s actual kWh usage for the corresponding month of the Base Year, plus an additional amount of kWh sufficient to compensate for losses on the Big Rivers’ transmission system as set forth in Big Rivers’ OATT.

f. Rates and Charges:

Expansion rate and charges shall be the sum of the

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following:

(1) Expansion Demand and Expansion Energy Rates:

The Expansion Demand rates, Expansion Energy rates, or both shall be established to correspond to the actual costs of power purchased by Big Rivers from Third-Party Suppliers selected by Big Rivers from which Big Rivers procures the supply and delivery of the type and quantity of service required by the Member Cooperative for resale to its customer. Such monthly costs shall include the sum of all Third-Party Supplier charges, including capacity and energy charges, charges to compensate for transmission losses on Third-Party transmission systems, and all transmission and ancillary services charges on Third-Party transmission systems paid by Big Rivers to purchase such Expansion Demand and Expansion Energy and have it delivered to Big Rivers' transmission system.

(2) Expansion Demand Transmission Rate:

Big Rivers shall assess unbundled charges for network transmission service on the Big Rivers' Transmission System according to the rates in Big Rivers' OATT applied to each kW taken as Expansion Demand.

(3) Ancillary Services Rates for Expansion Demand and Expansion Energy:

Big Rivers shall assess unbundled rates for all ancillary services required to serve load served under this rate

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RULES AND REGULATIONS

schedule. Big Rivers shall supply the following six ancillary services as defined and set forth in Big Rivers' OATT: (1) Scheduling, System Control and Dispatch; (2) Reactive Supply and Voltage Control from Generation Sources Services; (3) Regulation and Frequency Response Service; (4) Energy Imbalance Service; (5) Operating Reserve - Spinning Reserve Service; and (6) Operating Reserve - Supplemental Reserve Service. Generation-based ancillary services required to serve customers may, at Big Rivers' option, be purchased separately from Third-Party Suppliers other than LEM, in which case the actual costs of such ancillary services shall be passed through to the respective Member Cooperative. Alternatively, where Big Rivers supplies such ancillary services from its own resources (including additional purchases from LEM), such services will be provided under Big Rivers' tariff rates for such services as contained in Big Rivers' OATT.

(4) Big Rivers Adder

In addition to the charges contained in Items 10(f)(1), (2) and (3), Big Rivers shall charge \$.38 per kW/month for each kW billed to the Member Cooperative under this tariff for resale by the Member Cooperative to the qualifying customer.

Date of Issue August 19, 2005 Date Effective February 25, 2000

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Cooperative's Transmission System

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f. BILLING FORM:

INVOICE

BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42420

TO: LARGE INDUSTRIAL CUSTOMER EXPANSION	ACCOUNT	
DELIVERY POINTS	SERVICE FROM / / THRU / /	
USAGE:		
DEMAND / TIME / DAY	METER MULT.	kW DEMAND
POWER FACTOR BASE	PEAK AVERAGE	BILLED
EXPANSION DEMAND		kW BILLED
ENERGY PREVIOUS PRESENT	DIFFERENCE MULT.	kWh USED
EXPANSION ENERGY		kWh USED

EXPANSION DEMAND & EXPANSION ENERGY

EXPANSION DEMAND, INCLUDING LOSSES	kW TIMES \$	EQUALS \$
P/F PENALTY	kW TIMES \$	EQUALS \$
EXPANSION ENERGY, INCLUDING LOSSES	kWh TIMES \$	EQUALS \$
OTHER EXPANSION SERVICE CHARGES		EQUALS \$
SUBTOTAL		\$

EXPANSION DEMAND TRANSMISSION

LOAD RATIO SHARE OF NETWORK LOAD \$

EXPANSION DEMAND & EXPANSION ENERGY ANCILLARY SERVICES

SCHEDULING, SYSTEM CONTROL & DISPATCH SERVICE	\$
REACTIVE SUPPLY & VOLTAGE CONTROL FROM GENERATION SOURCES SERVICE	\$
REGULATION & FREQUENCY RESPONSE SERVICE	\$
ENERGY IMBALANCE SERVICE	\$
OPERATING RESERVE-SPINNING RESERVE SERVICE	\$
OPERATING RESERVE-SUPPLEMENTAL RESERVE SERVICE	\$

BIG RIVERS ADDER

EXPANSION DEMAND kW TIMES \$ EQUALS \$

Date of Issue August 19, 2005 Date Effective February 25, 2000

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

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Second Revised Sheet No. 67
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RESTITUTION ADJUSTMENT
HISTORIC

kWh TIMES \$. _____ EQUALS \$ _____

TOTAL AMOUNT DUE

\$ _____

LOAD FACTOR

ACTUAL

MILLS PER kWh

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24TH OF THE MONTH

Date of Issue August 19, 2005 Date Effective February 25, 2000

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

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RULES AND REGULATIONS

11. BIG RIVERS ELECTRIC CORPORATION VOLUNTARY PRICE
CURTAILABLE SERVICE RIDER

a. Availability:

This Rider is available to the Member Cooperatives of Big Rivers, to be used in conjunction with any of Big Rivers' standard tariffs or special contracts, for Curtailable Service offered by a Member Cooperative to individual customers (CS Customers) capable of curtailing at least 1,000 kW of load upon request.

b. Conditions of Service:

- (1) Any request for curtailment under this Rider shall be made by Big Rivers through its Member Cooperatives. Each request for curtailment made by Big Rivers shall set forth the Terms of Curtailment in accordance with this Rider.
- (2) Each curtailment will be voluntary and the Member Cooperative may accept or decline the Terms of Curtailment offered by Big Rivers.
- (3) Big Rivers and the Member Cooperative shall mutually agree upon the method which shall be used to notify each CS Customer of a curtailment request under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the CS Customer's representative(s) to receive said notification. The Member Cooperative is ultimately responsible for delivering and acting upon a curtailment notification from Big Rivers.

Date of Issue March 10, 2000 Date Effective April 6, 2000

Issued By _____ Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 2000-116, Order Dated April 6, 2000



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- (4) Big Rivers will endeavor to provide as much advance notice as possible of requests for curtailments under this Rider including an estimate of the duration of such curtailments. However, upon acceptance of the Terms of Curtailment, the load of the CS Customer, subject to those terms, shall be curtailed with as little as one (1) hour of advance notification.
- (5) No responsibility or liability of any kind shall attach to or be incurred by Big Rivers for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any notice of curtailment or curtailment of service under the provisions of this Rider.
- (6) Big Rivers reserves the right to require verification of a CS Customer's ability to curtail its load. Inability to provide verification will be considered by Big Rivers when prioritizing requests for curtailment.
- (7) The Member Cooperative shall not receive a Curtailment Savings Payment for any curtailment period in which a CS Customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike or any event other than the customer's normal operating conditions.

c. CS Curtailment Profiles:

For each of its CS Customers, the Member Cooperative shall submit a CS Curtailment Profile Form. CS Curtailment Profiles shall include such information as:

- (1) The maximum number of hours per day that the CS Customer has the ability to curtail.

Date of Issue March 10, 2000 Date Effective April 6, 2000

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 2000-116, Order Dated April 6, 2000



RULES AND REGULATIONS

- (2) The maximum number of days and maximum number of consecutive days by month that the CS Customer has the ability to curtail.
- (3) The Minimum Curtailment Price at which each CS Customer is willing to curtail.
- (4) The Minimum Curtailable Demand and the Maximum Curtailable Demand curtailable by the CS Customer upon request.
- (5) The Member Cooperative may modify the Curtailment Profile for a CS Customer upon thirty (30) days notice in writing.

d. Curtailed Demand and Energy:

Hourly Curtailed Demands of a CS Customer shall be determined for each curtailment period for which the CS Customer has accepted Big Rivers' Terms of Curtailment.

For each curtailment period, Hourly Curtailed Demands of each CS Customer shall be defined as the differences between the CS Customer's Demand Requirements and the actual demands measured in each hour of the curtailment period. The Demand Requirements may generally be the average of the CS Customer's demands measured in the four hours prior to the hour immediately preceding the curtailment period, provided that Big Rivers may use an average of the demands measured in any two or more of the four hours to provide a more representative estimate of the CS Customers' Hourly Curtailed Demands. The Curtailment Energy of each curtailment period shall be the sum of the Hourly Curtailed Demands.

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e. Terms of Curtailment:

For each curtailment request, Big Rivers shall identify the CS Customer(s) (when so directed by the Member Cooperative) to be curtailed. Big Rivers shall inform the Member Cooperative or each CS Customer of a curtailment request in accordance with the agreed upon method of notification, at which time the Terms of Curtailment shall be defined. The Terms of Curtailment shall include the following:

- (1) The time at which each curtailment period shall begin is to be established by Big Rivers. At least one (1) hour advance notice of each request for curtailment shall be provided.
- (2) The requested curtailment duration in clock hours to be established by Big Rivers.
- (3) The Curtailment Price to be paid by Big Rivers for each curtailment. The Curtailment Price shall be determined by Big Rivers on a case by case basis but in each case shall not be less than the Minimum Curtailment Price.
- (4) The Member Cooperative shall specify or arrange for the CS Customer to specify:
 - a. The demand in kW (Curtable Demand) that will be curtailed during the curtailment period, which shall not be less than the Minimum Curtable Demand.

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b. The Maximum Curtailment Period Demand (MCPD) to be purchased by the CS Customer during the curtailment period, which shall be the maximum hourly demand to be delivered by Big Rivers to the Member Cooperative for resale to the CS Customer.

f. Curtailment Savings Payment:

The Curtailment Savings Payment for each curtailment period shall be equal to the product of the Curtailment Energy times the Curtailment Price for each respective curtailment period.

g. Monthly Savings Payment:

The Member Cooperative's Monthly Savings Payment shall be equal to the sum of the Curtailment Savings Payments for the calendar month, less any charges computed for Excess Energy. The Monthly Savings Payment will be paid directly to the Member Cooperative by check or billing credit. A statement will be provided with each Monthly Savings Payment showing the amounts attributable to each CS Customer. This amount will be recorded in the Rural Utilities Service's Uniform System of Accounts – Electric under Other Power Supply Expenses, Account 557 – Other Expenses, such that the separate identity of this cost is preserved.

h. Charges For Excess Energy:

For any CS Customer whose Curtailable Demand is equal to or greater than 5,000 kW, should the Hourly Curtailed Demand be less than 75% of the Curtailable Demand in any hour of the curtailment period, then the Excess Demand for that hour shall be the difference between the Hourly Curtailed Demand and 75% of the Curtailable Demand. There will be no Excess Demand for any CS Customer whose Curtailable Demand is less than 5,000 kW. Excess Energy is the sum of any hourly Excess Demands.

Date of Issue March 10, 2000 Date Effective April 6, 2000

Issued By _____ Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 2000-116, Order Dated April 6, 2000



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Any Excess Energy recorded during a curtailment period shall be charged at 150% of the Curtailment Price, in addition to the charges contained in the standard applicable rate for electric service. For any CS Customer who's Hourly Curtailed Demand is less than 75% of their Curtailable Demand, Big Rivers may not, at its discretion, allow such CS Customer to benefit from future curtailment opportunities.

i. Term:

Contracts under this Rider may be made for an initial period of one (1) year and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice prior to the start of the next year of its intention to discontinue service under the terms of this Rider.

j. Special Terms and Conditions:

CS Customer information, including, but not limited to, CS Curtailment Profiles, shall remain confidential.

Date of Issue March 10, 2000 Date Effective April 6, 2000

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Issued By Authority of PSC in Case No. 2000-116, Order Dated April 6, 2000



RULES AND REGULATIONS

12. MEMBER DISCOUNT ADJUSTMENT RIDER

a. Availability:

Available pursuant to Section A.7. of this tariff for electric service provided by Big Rivers to its Member Rural Electric Cooperatives for all Rural Delivery Points and Large Industrial Customer Delivery Points, served under Rate Schedule C.4.d. and Rate Schedule C.7. respectively.

b. Applicability:

Applicable in all territory served by Big Rivers' Member Cooperatives.

c. Discount Adjustment Rate:

The amount of each Monthly Discount Adjustment will be \$306,666.67. Each month Big Rivers will total the amounts of all bills issued to its Member Cooperatives for service under Rate Schedule C.4.d. and Rate Schedule C.7. in the previous billing month (the "Unadjusted Billing Revenues"). Each bill in the current billing month will state a credit in an amount calculated by multiplying (i) the ratio of unadjusted billing revenue contained in the bill for the previous billing month to total Unadjusted Billing Revenues times (ii) the Monthly Discount Adjustment. The credit on each bill in the current billing month will appear, in dollars and cents, on the line titled "Adjustment" in the demand section of the bill, where the credit will also be stated as an equivalent billing demand kW rate, in dollars and cents rounded to seven decimal places.

T. d. This Tariff Rider shall be effective for service rendered 12:01 a.m. September 1, 2007 through August 31, 2008.

Date of Issue March 15, 2007 Date Effective September 1, 2007

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority in Case No. 2007-00111, Order Dated August 29, 2007



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Cooperative's Transmission System

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Original Sheet No. 75

Cancelling _____ Sheet No. _____

RULES AND REGULATIONS

13. RENEWABLE RESOURCE ENERGY SERVICE TARIFF RIDER

a. Applicability:

Applicable in all territory served by Big Rivers' member cooperatives.

b. Availability:

Renewable Resource Energy service is available in accordance with the terms of this tariff rider to any Big Rivers Member purchasing wholesale power for delivery at any Rural Delivery Point or Large Industrial Customer Delivery Point on its system under Rate Schedule C.4.d., Rate Schedule C.7.c. or Rate Schedule 10, subject to Big Rivers' general rules and regulations on file with the Public Service Commission of Kentucky. For purposes of this renewable resource energy service tariff rider, (i) the term "Renewable Resource Energy" means electric energy generated from solar, wind, ocean, geothermal energy, biomass, or landfill gas, and (ii) the term "biomass" means any organic material that is available on a renewable or recurring basis, including dedicated energy crops, trees grown for energy production, wood waste and wood residues, plants (including aquatic plants, grasses, and agricultural crops), residues, fibers, animal wastes and other organic waste materials (but not including unsegregated municipal solid waste (garbage)), and fats and oils.

c. Conditions of Service:

(1) Renewable Resource Energy service availability is contingent upon Big Rivers' ability to purchase a wholesale supply of Renewable Resource Energy in the quantity and at the quality requested by a Member Cooperative.

Date of Issue March 23, 2007 Date Effective July 19, 2007

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420
Issued by Authority of PSC in Case No. 2007-00126, Order dated July 19, 2007



RULES AND REGULATIONS

(2) Big Rivers will make Renewable Resource Energy service available to a Member to support a contract for Renewable Resource Energy service entered into between a Member and one of its retail members, and approved by Big Rivers. That contract must commit the Member to sell, and the retail member to buy, Renewable Resource Energy in a specified number of 100 kWh blocks per month for a period of not less than one year. Upon approval of the contract by Big Rivers, the purchase and payment obligations of the retail member stated in that contract (less any retail mark-up of the Member) will become the wholesale take-or-pay obligation of the Member to Big Rivers, until (i) the retail member contract expires by its own terms, or (ii) the termination date for the contract of the retail member specified in a written notice from the Member to Big Rivers, which date is a date no earlier than the date on which the written notice from the Member is received by Big Rivers.

d. Monthly Rate:

The monthly rate for Renewable Resource Energy is the rate in the rate schedule under which the Member is purchasing electricity for its retail member who contracts to purchase Renewable Resource Energy, except that the energy rate is: \$5.50 per 100 kWh block (\$0.055 per kWh), subject to any adjustment, surcharge or surcredit that is or may become applicable under that wholesale rate schedule. This rate charged to a Member for a kWh of Renewable Resource Energy is in lieu of the energy rate that would otherwise be applicable to that energy purchase under Rate Schedule C.4.d.(2), Rate Schedule C.7.c.(2)(b) or Rate Schedule 10. Renewable Resource Energy purchased by a Member in any month will be conclusively presumed to be the first kilowatt hours delivered to that Member in that month.

e. Billing:

Sales of Renewable Resource Energy are subject to the terms of service and payment of the wholesale rate schedule under which Renewable Resource Energy is purchased.

Date of Issue March 23, 2007 Date Effective July 19, 2007

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420
Issued by Authority of PSC in Case No. 2007-00126, Order dated July 19, 2007



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Cooperative's Transmission System

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Original Sheet No. 77

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RULES AND REGULATIONS

f. Member Discount Adjustment Rider:

Revenue collected by Big Rivers under this Renewable Resource Energy tariff for service to its Member Cooperatives for all Rural Delivery Points and Large Industrial Customer Delivery Points served under Rate Schedule C.4.d. and Rate Schedule C.7., respectively, will be included in Unadjusted Billing Revenues for purposes of the Member Discount Adjustment Rider.

Date of Issue March 23, 2007 Date Effective July 19, 2007

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420
Issued by Authority of PSC in Case No. 2007-00126, Order dated July 19, 2007

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

In the Matter of:

**THE APPLICATIONS OF BIG RIVERS)
ELECTRIC CORPORATION FOR:)
(I) APPROVAL OF WHOLESALE TARIFF)
ADDITIONS FOR BIG RIVERS ELECTRIC) CASE NO. 2007-00455
CORPORATION, (II) APPROVAL OF)
TRANSACTIONS, (III) APPROVAL TO ISSUE)
EVIDENCES OF INDEBTEDNESS, AND)
(IV) APPROVAL OF AMENDMENTS TO)
CONTRACTS; AND)**

**E.ON-U.S., LLC, WESTERN KENTUCKY ENERGY)
CORP. AND LG&E ENERGY MARKETING,)
INC. FOR APPROVAL OF TRANSACTIONS)**

EXHIBIT 23

Proposed Tariff

December 2007

BIG RIVERS ELECTRIC CORPORATION

OF

HENDERSON, KENTUCKY

RATES, RULES AND ADMINISTRATIVE REGULATIONS FOR FURNISHING

ELECTRIC SERVICE

AT

**BRECKINRIDGE, CALDWELL, CRITTENDEN, DAVIESS, GRAYSON,
HANCOCK, HARDIN, HENDERSON, HOPKINS, LYON, MCLEAN, MEADE,
MUHLENBERG, OHIO, UNION, MCCRACKEN, LIVINGSTON, BALLARD,
CARLISLE, MARSHALL, GRAVES AND WEBSTER COUNTIES**

**FILED WITH PUBLIC SERVICE COMMISSION
OF KENTUCKY**

Issued December 28, 2007

Effective _____

**By Big Rivers Electric Corporation
(Name of Utility)**

By _____

For All Territory Served By
Cooperative's Transmission System
P.S.C. NO. 23
Original SHEET NO. 2
CANCELLING P.S.C. KY. NO. _____
SHEET NO. _____

Big Rivers Electric Corporation
(Name of Utility)

RULES AND REGULATIONS

A. SPECIAL RULES - ELECTRICAL SERVICE

1. Billing Demand:

a. For purposes of establishing billing demands, all delivery points shall be classified into one of three categories, as follows:

- (1) Intentionally Left Blank.
- (2) Large Industrial Customer Delivery Points (i.e., a single large industrial customer taking service from a dedicated delivery point as described in Section 7.a.).
- (3) Rural Delivery Points (i.e. all delivery points not described in (1) or (2) of this paragraph 1.a.).

Unless specifically stated otherwise in a rate schedule to this tariff, Billing Demands shall be determined as follows:

- (1) Intentionally Left Blank.
- (2) Large Industrial Customer Delivery Points -- The maximum integrated thirty-minute demand at each delivery point during each month, or the contract demand, whichever is greater.
- (3) Rural Delivery Points -- The monthly rural Billing Demand for each distribution cooperative shall be the maximum integrated thirty-minute coincident demand of its rural delivery points.

DATE OF ISSUE December 28, 2007 DATE EFFECTIVE Per Order of Commission

ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
Cooperative's Transmission System
P.S.C. NO. _____ 23 _____

Original SHEET NO. 3

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

RULES AND REGULATIONS

2. Contract Demand:

Upon mutual agreement with Member, a Contract Demand may be established for certain customers.

3. Metering:

The Seller shall meter all power and energy at voltage as mutually agreed to with the Member. Meters and metering equipment shall be furnished, maintained and read or caused to be furnished, maintained and read by the Seller.

4. Electric Characteristics and Delivery Point(s):

Electric power and energy to be furnished hereunder shall be alternating current, three-phase, sixty Hertz. The Seller shall make and pay for all final connections between the systems of the Seller and the Member at the point(s) of delivery. The parties will specify the initial points of delivery, delivery voltages and capacity prior to the commencement of service hereunder. Additional points shall be agreed upon by the Seller and the Member from time to time.

5. Substations:

The Member shall install, own and maintain the necessary substation equipment at the point(s) of connection unless otherwise agreed to by Seller. The Seller shall own and maintain switching and protective equipment which may be reasonably necessary to enable the Member to take and use the electric power and energy hereunder and to protect the system of the Seller.

6. Rate:

The Board of Directors of the Seller at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rate for electric power and energy furnished hereunder and, if necessary, shall revise such rate so that it shall produce revenues which shall be sufficient, but only sufficient, to meet the

DATE OF ISSUE December 28, 2007 DATE EFFECTIVE Per Order of Commission

ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
Cooperative's Transmission System
P.S.C. NO. 23

Original SHEET NO. 4

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

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cost of operation and maintenance (including without limitation, replacements, insurance, taxes, and administrative and general overhead expenses) of the generating plant, transmission system and related facilities of the Seller, the cost of any power and energy purchased for resale hereunder by the Seller, the cost of transmission service, make payments on account of principal and interest of all indebtedness of the Seller, and to provide for the establishment and maintenance of reasonable reserves. The Seller shall cause a notice in writing to be given to the Member, which shall set out all the proposed revisions of the rate.

7. Discount Adjustment:

At the discretion of the Board of Directors, and with the prior approval of the Public Service Commission, an appropriate discount may be authorized at such time as substantial application of the rate indicates revenues in excess of projected and relative levels of the rate design.

8. Meter Testing and Billing Adjustment:

Unless specifically stated otherwise in a contract or rate schedule to this tariff, the Seller shall test and calibrate meters in accordance with the provisions of 807 KAR 5:041, Sections 15 and 17. The seller shall also make special meter tests at any time at the Member's request. The costs of all tests shall be borne by the Seller; provided, however, that if any special meter test made at the Member's request shall disclose that the meters are recording accurately, the Member shall reimburse the Seller for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by test to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Member and the Seller shall agree as to the amount of energy furnished during such period and the Seller shall render a bill therefore.

9. Monitoring Uses:

Seller shall review Member's usage of comparing the metered energy and demand for the current month to the previous month's metered amounts. Consideration is given for

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monthly deviations due to temperature related increases or decreases, along with a comparison to other sites with similar load patterns. A second comparison is made between the current month's usage and the previous year's data, when demand or energy levels appear to be out of line. Additionally, two of the member cooperatives have SCADA systems which provide hourly printouts of usage and at times are used for comparison whenever there appears to be a metering deviation.

A meter test is performed whenever there appears to be a potential metering problem. Seller shall review all special metering situations which affect demand and energy quantities applicable to the billing period. A written determination shall accompany the bill explaining any adjustment or calculation that was made.

10. Notice of Meter Reading or Test:

The Seller shall notify the Member in advance of the time of any meter reading or test so that the Member's representative may be present at such meter reading or test.

11. Power Factor:

Unless specifically stated otherwise in a rate schedule to this tariff, the Member shall at all times take and use power in such manner that the power factor at the time of maximum demand shall not be less than 90 percent (90%) leading or lagging.

If, at the time of maximum demand, power is taken at a power factor less than 90 percent (90%) leading or lagging, the Seller may adjust the maximum measured demand for billing purposes in accordance with the following formula:

$$\frac{\text{Maximum Measured KW} \times 90\%}{\text{Power Factor (\%)}}$$

The power factor shall be measured at the time of maximum demand.

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12. Right of Access:

Duly authorized representatives of either party hereto shall be permitted to enter the premises of the other party hereto at all reasonable times in order to carry out the provisions hereof.

13. Continuity of Service

The Seller shall use all reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective, by reason of force majeure, the Seller shall not be liable therefor, or for damages caused thereby. The term "force majeure", as used herein, shall mean Acts of God, accidents, strikes or other labor troubles, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the government, whether federal, state or local, civil or military, civil disturbances, explosions, breakage of or accident to machinery, equipment or transmission lines, inability to obtain necessary materials, supplies or permits due to existing or future rules, regulations, orders, laws, or proclamations of governmental authorities, whether federal, state or local, civil or military, and any other forces which are not reasonably within the control of the Seller, whether like or unlike those herein enumerated.

14. Payment of Bills:

The Seller shall read meters monthly. Unless stated otherwise by a rate schedule to this tariff, electric power and energy furnished thereunder shall be paid for in Seller's designated office in immediately available funds monthly on or before the first working day after the twenty-fourth (24th) day of the month following service. If the Member shall fail to pay any such bill within such prescribed period, the Seller may discontinue delivery of electric power and energy hereunder upon five (5) days' written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of the Member to pay the minimum bill.

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15. Transmission Emergency Control Program:

a. Purpose:

To provide a plan for the systematic expeditious restoration of electric service following a transmission system disturbance.

b. Procedures:

(1) Awareness:

The first indication of a transmission system disturbance will most likely be displayed on the Big Rivers system supervisor's SCADA system. From the SCADA alarms, the system supervisor can determine the general nature and extent of the disturbance.

(2) Localized Emergency:

If the disturbance is localized, the system supervisor will proceed to sectionalize the faulted line sections by use of his SCADA system, radio controlled switches and manually operated line switches. In sectionalizing faulted line sections, the system supervisor will attempt to sectionalize in such a way to minimize the interruption of electric service provided to Big Rivers' member distribution cooperatives and any other wholesale customers in a manner consistent with the Big Rivers' Open Access Transmission Tariff curtailment provisions. Big Rivers' transmission department personnel, as well as the member cooperative personnel, will be dispatched to carry out any required manual switching operations. The Transmission Department is notified of the faulted line sections and performs the required line repairs and releases the line to the system supervisor for re-energization.

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(3) Widespread Emergency:

When the system supervisor recognizes widespread transmission disturbances or the loss of service to multiple distribution substations, he declares an "extreme transmission emergency".

Upon declaration of an extreme transmission emergency, the service restoration coordinator (SRC) is notified and immediately assumes an operating position in the energy control area.

The system supervisor proceeds to sectionalize the line sections and restore service to as many substations as possible. In sectionalizing faulted line sections, the system supervisor will attempt to sectionalize in such a way to minimize the interruption of electric service provided to Big Rivers' member distribution cooperatives and other transmission customers.

The SCR establishes and maintains contact with the appropriate personnel from the affected member cooperative(s), appropriate Big Rivers' transmission department personnel, and the system supervisor. Restoration continues with the following steps:

- (a) The SRC coordinates the efforts of the transmission department and member cooperatives(s) to determine the full extent of system damage. An estimate is made of the time to restore full service to the distribution substations using only Big Rivers and available cooperative work forces.

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- (b) If the system damages are so extensive that restoration with local or system labor only would result in prohibitively long outages, the SRC along with the transmission department and the member cooperative coordinator(s), determines what additional equipment and labor is needed.
- (c) The SRC conveys to the western area regional work plan coordinator the time, place and amount of needed equipment and labor. The coordinator arranges to meet these needs from neighboring utilities.
- (d) The SRC establishes a sequence of repair. This sequence is determined by working with the affected member cooperative coordinator who will have prioritized the restoration of their affected substations. The member cooperatives have chosen to determine case specific restoration priorities due to the number of variables that are unpredictable (i.e. weather, restoration times for various subs, time of day, personnel available, etc.). They maintain a list of critical consumers and this list helps determine the sequence of restoration.
- (e) The SRC monitors the progress of the restoration efforts and conveys this information to the appropriate individuals for public dissemination.
- (f) Upon completion of restoration of service, the emergency is declared ended.
- (g) Effectiveness and timeliness of the restoration is reviewed by the Big Rivers' Operation Committee for possible procedural improvements.

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16. Generation Deficiency Emergency Control Program:

a. Purpose:

To provide a plan to recover from generation deficiencies other than deficiencies caused by fuel shortages.

b. Procedures:

(1) Awareness:

When the level of available generation power becomes insufficient to meet the projected total system sales, the following steps will be followed in the sequence listed until the generation and load are equal.

(2) Sequential Steps of Action:

- (a) Determine capacity shortage based on generation limitations, pending weather forecast conditions and forecasted load requirements.
- (b) Arrange economic power purchases from off-system sources as required to serve firm load commitments (and non-firm commitments if economically feasible).
- (c) Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
- (d) Curtail off-system short-term capacity sales.
- (e) Initiate startup of standby or reserved coal-fired generation if purchase power is unavailable. Startup of reserve generation (if any) will be initiated only to serve firm load requirements.

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- (f) Start combustion turbine.
- (g) Implement a request to other utilities for emergency power purchases to meet firm load requirements.
- (h) Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.
- (i) Issue public appeals to all member cooperative consumers, to reduce power usage on a voluntary basis, including direct calls to large industrial consumers, including implementing procedures of the Seller's Voluntary Price Curtailable Service Rider.
- (j) Initiate a voltage reduction action through Big Rivers' transmission facility controls as well as working with the member cooperative representatives to accomplish this action at the distribution substations.
- (k) Implement curtailment of off-system firm power sales.
- (l) Implement curtailment of power to industrial consumers (on a rotating type basis as needed).
- (m) Request load curtailment of member cooperatives. Determine amounts of load reduction required of each cooperative and the anticipated length of curtailment. The member cooperatives will reduce load in accordance with their curtailment plan. Their curtailment will be developed considering the essential loads on their systems.

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17. Fuel Emergency Control Program:

a. Purpose:

To provide a plan for reducing the consumption of electric energy on Big Rivers Electric Corporation (Big Rivers) system in the event of a severe coal shortage, such as might result from a general strike in the coal mines, or severe weather.

c. Procedures:

In the event of a potential severe coal shortage, such as one resulting from a general coal strike, Big Rivers shall review the inventory of its fuel stock to determine the quantity and quality of the recoverable fuel. This review shall be completed within the thirty (30) day period prior to the anticipated start of the emergency and the following steps will be implemented. These steps will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction. After each curtailment of electric service, the generation levels will be adjusted to the new, reduced level in the calculation of the "day's operation" of remaining coal inventory.

- (1) To be initiated when fuel supplies are less than 30 days' operation of coal-fired generation and a continued downward trend in coal stock is anticipated:
 - (a) Advise all Member Cooperatives of the number of day's burn remaining.
 - (b) Optimize the use of non-coal-fired generation to the extent possible.
 - (c) For individual plants with coal inventories significantly under Big

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Rivers' average days supply, modify economic dispatch procedures to conserve coal at those locations.

- (d) Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
 - (e) Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.
- (2) To be initiated when fuel supplies are less than 25 days' operation at the daily burn rate resulting after implementation of the actions in the above Section (1) of coal-fired generation and a continued downward trend in coal stocks is anticipated:
- (a) Advise all Member Cooperatives of the number of days' burn remaining.
 - (b) At coal-fired generating plants, substitute the use of oil or natural gas for coal as permitted by plant design, oil storage facilities and oil/natural gas availability.
 - (c) Curtail off-system short-term capacity sales.
 - (d) Arrange economic power purchases from off-system sources as required to serve firm load commitments)and non-firm commitments if economically feasible).
 - (e) Investigate possible fuel exchanges/purchases with neighboring utilities.
 - (f) Through use of the news media and working with the member distribution system contracts direct consumers appeal to all consumers to voluntarily reduce their use of electric energy as much as possible, and in any case endeavor to reduce the non-essential usage of electricity.

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- (3) To be initiated – in the order indicated below – when fuel supplies are less than 20 days' operation of coal-fired plants at the daily burn rate resulting after implementation of the actions in the above Sections (1) and (2) and continued downward trend in coal stocks is anticipated:
- (a) Advise all Member Cooperatives of the number of days' burn remaining.
 - (b) Reduce or completely curtail all non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
 - (c) Implement curtailment of off-system firm power sales.
- (4) To be initiated when fuel supplies are less than 15 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2), and (3) and a continued downward trend in coal stocks is anticipated.
- (a) Advise all Member Cooperatives of number of days' burn remaining.
- (5) To be initiated when fuel supplies are less than 10 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2), (3), and (4) and a continued downward trend in coal stocks is anticipated:
- (a) Advise all Member Cooperatives that this level of fuel supplies has been reached.
 - (b) Discontinue all emergency deliveries to neighboring utilities unless so ordered otherwise by the KPSC or FERC.
 - (c) Implement rolling native load curtailments.

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- (d) Member Cooperatives are requested to maintain a minimum service level which is not greater than that required for protection of human life and safety, protection plant facilities, and employees' security.

- (6) To be initiated as a measure of last resort when fuel supplies are decreased to 5 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2), (3), (4), and (5) and a continued downward trend in coal stocks is anticipated:
 - (a) Advise all Member Cooperatives that this level of fuel supplies has been reached.

 - (b) As a last resort, implement load shedding procedures for both Member Cooperatives and off-system customers as required to preserve the integrity of the electrical system. This procedure shall be coordinated with the Member Cooperatives in order to assure the minimum impact upon those services which are necessary for the protection of physical facilities.

 - (c) Termination of Energy Emergency:

The Fuel Emergency Control Program shall be terminated upon notice to the Commission, when the remaining days of operation of coal-fired generation is at least 30 days, coal deliveries have been resumed, and there is reasonable assurance the coal stocks are being restored to adequate levels.

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B. SPECIAL RULES – CABLE TELEVISION ATTACHMENT:

1. Establishing Pole Use:

- a. Before a CATV operator shall make use under this tariff of any of the facilities of Big Rivers, it shall notify Big Rivers in writing of its intent and shall comply with the procedures established by Big Rivers. The CATV operator shall furnish Big Rivers detailed construction plans and drawings, together with necessary maps, indicating the specific poles of Big Rivers upon which attachments are proposed, the number and character of the attachments to be such poles, the rearrangements of Big Rivers' fixtures and equipment necessary for the attachments, and relocations or replacements of existing poles, and any additional poles required by the CATV operator.
- b. Big Rivers shall, on the basis of such detailed construction plans and drawings, submit to the CATV operator a cost estimate (including overhead and less salvage value of materials) of all changes that may be required. Upon written notice by the CATV operator to Big Rivers that the cost estimate is approved, Big Rivers shall proceed with the necessary changes. Upon completion of all changes, the CATV operator shall have the right hereunder to make attachments in accordance with the terms of this tariff. The CATV operator shall, at its own expense, make attachments in such manner as not to interfere with the service requirements of Big Rivers.
- c. Upon completion of all changes, the CATV operator shall pay Big Rivers the actual cost (including overhead and less salvage value of materials) of making such changes. The obligations of the CATV operator hereunder shall not be limited to amounts shown on estimates made by Big Rivers hereunder.
- d. Any reclearing of existing rights-of-way and any tree trimming necessary for the establishment of attachments hereunder shall be performed by the CATV operator.

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- e. All poles and appurtenances to which attachments have been made under this tariff shall remain the property of Big Rivers, and any payments made by the CATV operator under this tariff for changes in Big Rivers' facilities shall not entitle the CATV operator to the ownership of any of said facilities.
- f. Any changes necessary for correction of s substandard installation made by the CATV operator, where notice of intent had not been given, shall be billed at an amount equal to twice the charges that would have been imposed if the attachment had been properly authorized.

2. Easements and Rights-of-Way:

Big Rivers does not warrant nor assure to the CATV operator any rights-of-way privileges or easements, and should the CATV operator at any time be prevented from placing or maintaining its attachments on Big Rivers' poles, no liability on account thereof shall attach to Big Rivers. Each party shall be responsible for obtaining its own easements and rights-of-way.

3. Maintenance of Poles, Attachments and Operation:

- a. Whenever right-of-way considerations or public regulations make relocation of a pole or poles necessary, such relocation shall be made by Big Rivers at its own expense, except that each party shall bear the cost of transferring its own attachments.
- b. Whenever it is necessary to replace or relocate a pole, Big Rivers shall, before making such replacement or relocation, give forty-eight (48) hours' notice (except in cases of emergency) to the CATV operator, specifying in said notice the time of such proposed replacement or relocation, and the CATV operator shall, at the time so specified, transfer its attachments to the new or relocated pole. Should the CATV operator fail to transfer its attachments to the new or relocated pole at the time specified, Big Rivers may elect to do such work and the CATV operator shall pay Big Rivers the cost thereof. Big Rivers shall not be liable for any consequential damages which may result therefrom.

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- c. Any attachment of CATV which does not conform to the specifications set out in this tariff shall be brought into conformity herewith as soon as practical. Big Rivers reserves the right to inspect each new installation on its poles and in the vicinity of its lines or appurtenances. Such inspection made or not, shall not operate to relieve the CATV operator of any responsibility, obligation or liability assumed under this tariff.
- d. Big Rivers reserves to itself, its successor and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its own service requirements. Big Rivers shall not be liable to the CATV operator for any interruption of service or for interference with the operation of its cables, wire and appliances when such conditions are caused by situations beyond Big Rivers' control.

4. Inspections:

a. Periodic Inspection:

Any unauthorized or unreported attachment by a CATV operator will be billed at two times the amount that would have been due had the installation been made the day after the last inspection preceding discovery of the attachment.

b. Make-Ready Inspection:

Actual expenses, plus appropriate overhead charges, incurred by Big Rivers in any "make-ready" or "walk-through" inspection required of Big Rivers will be paid for by the CATV operator.

5. Insurance or Bond:

- a. The CATV operator shall defend, indemnify and save harmless Big Rivers from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including, but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment therefor,

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by reason of (1) injuries or deaths to persons, (2) damages to or destruction of properties, (3) pollutions, contaminations of or other adverse effects on the environment or (4) violations of governmental laws, regulations or orders whether suffered directly by Big Rivers itself, or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of the CATV operator, its employees, agents, or other representatives or from their presence on the premises of Big Rivers, either solely or in concurrence with any alleged joint negligence of Big Rivers. Big Rivers shall be liable for its sole active negligence.

b. The CATV operator will provide coverage as follows from a company authorized to do business in the Commonwealth of Kentucky:

- (1) Protection for its employees to the extent required by Workers' Compensation Laws of Kentucky.
- (2) Public liability coverage with separate coverage for each town or city in which the CATV operator operates under this contract to a minimum amount of \$1,000,000 for each person and \$1,000,000 for each accident or personal injury or death, and \$25,000 as to the property of any one person, and \$100,000 as to any one accident of property damage.
- (3) Naming Big Rivers Electric Corporation as an additional insured.

c. Before beginning operations under this tariff, the CATV operator shall cause to be furnished to Big Rivers a certificate evidencing the existence of such coverage. Each policy required hereunder shall contain a contractual endorsement written as follows:

The insurance or bond provided herein shall also be for the benefit of Big Rivers Electric Corporation, so as to guarantee, within the coverage limits, the performance by the insured of any indemnity agreement set forth in this tariff. This insurance or bond may not be canceled for any cause within thirty (30) days' advance notice being first given to Big Rivers Electric Corporation.

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6. Change of Use Provision:

When Big Rivers requires a change in its facilities for reasons unrelated to CATV operations, the CATV operator shall be given forty-eight (48) hours' notice (except in cases of emergency) in order to accomplish the CATV-related changes. If the CATV operator is unable or unwilling to meet Big Rivers' time schedule for such changes, Big Rivers may do the work and charge the CATV operator its reasonable costs for performing the change of CATV attachments.

7. Abandonment:

- a. Should Big Rivers decide to abandon any pole which the CATV operator is utilizing, it shall give the CATV operator notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, Big Rivers has no attachments on such pole, but the CATV operator has not removed all of its attachments therefrom, such pole shall thereupon become the property of the CATV operator, and the CATV operator shall save harmless Big Rivers from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and shall pay Big Rivers for such pole an amount equal to Big Rivers' depreciated cost thereof. Big Rivers shall further evidence transfer to the CATV operator of title to the pole by means of a bill of sale. Big Rivers reserves the right to abandon and salvage any power line free and clear of any obligations to the CATV operator and upon one year's notice to the CATV operator.
- b. The CATV operator may at any time abandon the use of any pole by giving due notice thereof in writing to Big Rivers and by removing therefrom any and all attachment it may have thereon. The CATV operator shall in such case pay Big Rivers the pro rata rental for said pole for the then current billing period.

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RULES AND REGULATIONS

8. Right of Others:

Upon notice from Big Rivers to the CATV operator that the use of any pole is forbidden by municipal or other public authorities or by property owners, the permit governing the use of such pole shall immediately terminate and the CATV operator shall remove its facilities from the affected pole at once. No refund of any rental will be due on account of any removal under these circumstances.

9. Payment of Taxes:

Each party shall pay all taxes and assessments lawfully levied on its own property upon said attached facilities, and the taxes and the assessments which are levied on said property shall be paid by the owner thereof, but any tax, fee or charge levied on Big Rivers' facilities solely because of their use by the CATV operator shall be paid by the CATV operator.

10. Bond or Deposit for Performance:

The CATV operator shall furnish bond or satisfactory evidence of contractual insurance coverage for the purposes thereafter specified in the amount of Five Thousand Dollars (\$5,000), evidence of which shall be presented to Big Rivers fifteen (15) days prior to beginning construction. Such bond or insurance shall contain the provision that it shall not be terminated prior to three (3) months after receipt by Big Rivers of written notice of the desire of the bonding or insurance company to terminate such bond or insurance. Upon receipt of such notice, Big Rivers shall request the CATV operator to immediately remove its cables, wires and all other facilities from all poles of Big Rivers. If the CATV operator should fail to complete the removal of all its facilities from the poles of Big Rivers within thirty (30) days after receipt of such request from Big Rivers, then Big Rivers shall have the right to remove them at the cost and expense of the CATV operator and without being liable for any damage to the CATV operators wires, cables, fixtures or appurtenances. Such bond or insurance shall guarantee the payment of any sums which may become due to Big Rivers for rentals, inspections or work performed for the benefit of the CATV operator under this tariff, including the removal of attachments upon termination of service by any of its provisions.

DATE OF ISSUE December 28, 2007 DATE EFFECTIVE Per Order of Commission

ISSUED BY Big Rivers Electric Corporation, 201 3rd., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. NO. 23

Original SHEET NO. 22

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

RULES AND REGULATIONS

11. Use of Anchors:

Big Rivers reserves the right to prohibit the use of any anchors by the CATV operator where conditions warrant such action.

12. Discontinuance of Service:

Big Rivers may refuse or discontinue serving an applicant as a customer under the conditions set out in 807 KAR 5:006 Section 11.

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(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. NO. 23

Original SHEET NO. 23

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

RULES AND REGULATIONS

C. ELECTRIC SERVICE:

1. Applicable:

In all territory served by Cooperative's transmission system.

2. Availability:

Available only for service to Big Rivers' member rural electric cooperatives subject to the special terms and conditions hereinafter set forth and to such of Big Rivers' general rules and regulations on file with the Public Service Commission of Kentucky.

3. Term:

This rate schedule shall take effect at 12:01 a.m. on the day after the date of closing of the transaction between Big Rivers Electric Corporation, E.ON U.S., and its affiliates (E.ON Entities), approved by the PSC in Case No. 2007-00455.

4. Rates:

a. Intentionally Left Blank

b. Intentionally Left Blank

c. For all Large Industrial Customer delivery points, a Monthly Delivery Point Rate consisting of the Big Rivers Large Industrial Customer Rate available to Large Industrial Customers as described in Item (7) herein.

d. For all other delivery points, a Monthly Delivery Point Rate consisting of:

DATE OF ISSUE December 28, 2007 DATE EFFECTIVE Per Order of Commission

ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. NO. 23

Original SHEET NO. 24

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

RULES AND REGULATIONS

(1) A Demand Charge of:

All kW of billing demand at \$7.37 per kilowatt.

Plus,

(2) An Energy Charge of:

All kWh per month at \$0.02040 per kWh.

(3) No separate transmission or ancillary services charges shall apply to these rates.

(4) The following adjustment clauses and riders shall apply to service under this tariff:

Fuel Adjustment Clause	Rider No. <u>17</u>
Environmental Surcharge	Rider No. <u>16</u>
Rebate Adjustment	Rider No. <u>15</u>
Unwind Surcredit	Rider No. <u>19</u>
Member Rate Stability Mechanism	Rider No. <u>18</u>
Member Discount Adjustment Rider	Rider No. <u>12</u>

DATE OF ISSUE December 28, 2007 DATE EFFECTIVE Per Order of Commission

ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
 Cooperative's Transmission System
 P.S.C. KY. NO. 23

Original SHEET NO. 25

Big Rivers Electric Corporation
 (Name of Utility)

CANCELLING P.S.C. KY. NO. _____
 SHEET NO. _____

RULES AND REGULATIONS

(5) Billing Form:
 INVOICE

BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42419-0024

TO: Member Distribution
 SERVICE FROM

ACCOUNT

	mm/dd/yyyy	THRU	mm/dd/yyyy	COINCIDENTAL PEAK	mm/dd	time			
SUBSTATION	COINCIDENTAL			L.F.	PREVIOUS	PRESENT		kw/kwh	
Rural Delivery Points	kw	kwh		COIN.	READING	READING	DIFF.	MULT.	
TOTAL	_____	_____							
DEMAND	_____	kw TIMES		\$0.00	EQUALS		\$0.00		
ENERGY	_____	kwh TIMES		\$0.00	EQUALS		\$0.00		
MEMBER DISCOUNT ADJUSTMENT		AMOUNT					\$0.00		
POWER FACTOR PENALTY	_____	kw TIMES		\$0.00	EQUALS		\$0.00		
ADJUSTMENT	_____	kw TIMES		\$0.00	EQUALS		\$0.00		
FUEL ADJUSTMENT CLAUSE	_____	kwh TIMES		\$0.00	EQUALS		\$0.00		
ENVIRONMENTAL SURCHARGE	_____	kwh TIMES		\$0.00	EQUALS		\$0.00		
UNWIND SURCREDIT	_____	kwh TIMES		\$0.00	EQUALS		\$0.00		
MEMBER RATE STABILITY MECHANISM		AMOUNT					\$0.00		
REBATE ADJUSTMENT		AMOUNT					\$0.00		
ADJUSTMENT	_____	kwh TIMES		\$0.00	EQUALS		\$0.00		
					TOTAL AMOUNT DUE		\$0.00		
					MILLS PER kwh		\$0.00		

LOAD FACTOR		POWER FACTOR		
COINCIDENT	BILLED	BASE	AVERAGE	PEAK
0%	0%	0%	0%	0%

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24TH OF THE MONTH

DATE OF ISSUE December 28, 2007 DATE EFFECTIVE Per Order of Commission

ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
 (Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. NO. 23

Original SHEET NO. 26

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

RULES AND REGULATIONS

5. [INTENTIONALLY LEFT BLANK]

DATE OF ISSUE December 28, 2007 DATE EFFECTIVE Per Order of Commission

ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. NO. 23

Original SHEET NO. 27

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____
SHEET NO. _____

RULES AND REGULATIONS

6. [INTENTIONALLY LEFT BLANK]

DATE OF ISSUE December 28, 2007 DATE EFFECTIVE Per Order of Commission

ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. NO. 23

Original SHEET NO. 28

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

RULES AND REGULATIONS

7. BIG RIVERS LARGE INDUSTRIAL CUSTOMER RATE:

a. Availability:

This schedule is available to any of Big Rivers' then existing rural electric distribution cooperatives for service to Large Industrial Customers served using dedicated delivery points for such portions of their loads not treated as either Expansion Demand or Expansion Energy where applicable as provided by and in accordance with the provisions and definitions of the Big Rivers Large Industrial Customer Expansion Rate (Rate Schedule 10). For purposes of clarification, this rate schedule shall be closed on and after September 1, 1999 and Rate Schedule 10 shall apply, unless otherwise supplanted by special contracts, to (1) the load of any New Customer as defined in Rate Schedule 10 where such New Customer has either initially contracted for five (5) MWs or more of capacity or whose aggregate peak load at any time amounts to five (5) MWs or greater (including any later increases to such load) and (2) the expanded load requirements of an Existing Customer subject to Rate Schedule 10 as defined therein, where such expanded load requirements are defined as Expansion Demand or Expansion Energy in Rate Schedule 10 e.(2).

b. Term of the Rate Schedule:

This rate schedule shall take effect at 12:01 a.m. on the day after the date of closing of the transaction between Big Rivers Electric Corporation, E. ON U.S., LLC and its affiliates (E. ON Entities).

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ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. NO. 23

Original SHEET NO. 29

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____
SHEET NO. _____

RULES AND REGULATIONS

c. Rates:

(1) Rates Separate for Each Large Industrial Customer:

Each month each Member Cooperative shall be required to pay separately for each of its qualifying Large Industrial Customers taking service under this tariff, in each case using that individual Large Industrial Customer contract demand (if any) or metered demand, as applicable.

(2) For all Large Industrial Customer delivery points, a Monthly Delivery Point Rate consisting of:

(a) A Demand Charge of:

All kW of billing demand at \$10.15 per kilowatt.

Plus,

(b) An Energy Charge of:

All kWh per month at \$0.013715 per kWh.

(c) No separate transmission or ancillary services charges shall apply to these rates.

d. Charges:

Each month, each Member Cooperative shall pay on behalf of each of its large industrial customers taking service under this rate schedule a demand charge calculated by multiplying the demand charge rate contained in Section 7.c.2(a) by the higher of the maximum integrated metered thirty-minute coincident peak demand or the established contract demand, if any, plus an energy charge calculated by multiplying the energy charge contained in Section 7.c.2(b) by the metered consumption of kWh in that month.

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ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
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Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. NO. 23

Original SHEET NO. 30

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____
SHEET NO. _____

RULES AND REGULATIONS

e. The Following adjustment clauses and riders shall apply to service under this tariff:

Fuel Adjustment Clause	Rider No. <u>17</u>
Environmental Surcharge	Rider No. <u>16</u>
Rebate Adjustment	Rider No. <u>15</u>
Unwind Surecredit	Rider No. <u>19</u>
Member Rate Stability Mechanism	Rider No. <u>18</u>
Member Discount Adjustment Rider	Rider No. <u>12</u>

f. Billing:

Big Rivers shall bill Member no later than the first working day after the 13th of the month for the previous month service hereunder for Large Industrial Customers. Member shall pay Big Rivers in immediately available funds on the first working day after the 24th of the month. If Member shall fail to pay any such bill within such prescribed period, Big Rivers may discontinue delivery of electric power and energy hereunder upon five (5) days written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of Member to pay the take-or-pay obligation of a particular Large Industrial Customer.

DATE OF ISSUE December 28, 2007 EFFECTIVE Per Order of Commission

ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
 Cooperative's Transmission System
 P.S.C. KY. NO. 23

Original SHEET NO. 31

Big Rivers Electric Corporation
 (Name of Utility)

CANCELLING P.S.C. KY. NO. _____
 SHEET NO. _____

RULES AND REGULATIONS

g. Billing Form:

INVOICE
 BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42419-0024
 AMOUNT

TO: LARGE INDUSTRIAL						
CUSTOMER	SERVICE	FROM	MM/DD/YYYY	THRU	MM/DD/YYYY	
USAGE	DEMAND	TIME	DAY	METER	MULTIPLIER	kw
			MM/DD			
	ENERGY	PREVIOUS	PRESENT	DIFFERENCE	MULT.	kWh
		READING	READING			
DEMAND		_____	kw TIMES	<u>\$0.00</u>	EQUALS	\$0.00
ENERGY		_____	kWh TIMES	<u>\$0.00</u>	EQUALS	\$0.00
MEMBER DISCOUNT			AMOUNT			\$0.00
ADJUSTMENT						
POWER FACTOR PENTALTY		_____	kw TIMES	<u>\$0.00</u>	EQUALS	\$0.00
ADJUSTMENT		_____	kw TIMES	<u>\$0.00</u>	EQUALS	\$0.00
FUEL ADJUSTMENT						
CLAUSE		_____	kWh TIMES	<u>\$0.00</u>	EQUALS	\$0.00
ENVIRONMENTAL SURCHARGE		_____	kWh TIMES	<u>\$0.00</u>	EQUALS	\$0.00
UNWIND SURCREDIT		_____	kWh TIMES	<u>\$0.00</u>	EQUALS	\$0.00
MEMBER RATE STABILITY						
MECHANISM			AMOUNT			\$0.00
REBATE ADJUSTMENT						\$0.00
ADJUSTMENT		_____	kWh TIMES	<u>\$0.00</u>	EQUALS	\$0.00
			TOTAL AMOUNT DUE			<u>\$0.00</u>
			MILLS PER kWh			<u>\$0.00</u>

<u>LOAD FACTOR</u>		<u>POWER FACTOR</u>		
ACTUAL	BILLED	BASE	AVERAGE	PEAK
\$0	\$0	\$0	\$0	\$0

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24TH OF THE MONTH

DATE OF ISSUE December 28, 2007 EFFECTIVE Per Order of Commission

ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
 (Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. NO. 23

Original SHEET NO. 32

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____
SHEET NO. _____

RULES AND REGULATIONS

B. CABLE TELEVISION ATTACHMENT:

1. Applicability:

In all territory served by Big Rivers on poles owned and used by Big Rivers for its electric plant.

2. Availability:

To all qualified CATV operators having the right to receive service.

3. Rental Charge:

The yearly rental charges shall be as follows:

Two-party pole attachment without ground	\$3.14
Three-party pole attachment without ground	\$2.23
Two-party pole attachment with ground	\$3.37
Three-party pole attachment with ground	\$2.37
Two-party anchor attachment	\$5.56
Three-party anchor attachment	\$3.71

4. Billing:

Rental charges shall be billed yearly based on the number of attachments in place as of the end of the preceding calendar year. Payment is due within fifteen (15) days after the bill is mailed. If the CATV operator shall fail to pay any such bill within such fifteen (15) day period, Big Rivers may discontinue service hereunder upon fifteen days' written notice to the CATV operator of its intention to do so.

DATE OF ISSUE December 28, 2007 EFFECTIVE Per Order of Commission

ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. NO. 23

Original SHEET NO. 33

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

RULES AND REGULATIONS

5. Specifications:

- a. The attachments covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, 1981 Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

- b. The strength of poles covered by this agreement shall be sufficient to withstand the transverse and vertical load imposed upon them under the storm loading of the National Electrical Safety Code assumed for the area in which they are located.

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(Signature of Officer)

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For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. NO. 23

Original SHEET NO. 34

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____
SHEET NO. _____

RULES AND REGULATIONS

6. Billing Form:

INVOICE

Cable Television

INVOICE NO. _____
DATE _____

DESCRIPTION

Re: Cable Television Attachment Agreement

Yearly rental charge as set forth in Licensor's tariffs as filed and approved with the Public Service Commission. License granted September 6, 1984, Permit No. 001.

<u>Applicable Tariff</u>	<u>Qty</u>	<u>Rate</u>
Two-party pole attachment without ground		\$3.14
Three-party pole attachment without ground		\$2.23
Two-party pole attachment with ground		\$3.37
Three-party pole attachment with ground		\$2.37
Two-party anchor attachment		\$5.56
Three-party anchor attachment		\$3.71

Terms: Net Fifteen (15) Days

Direct any inquiry to Vice President of Finance & Administrative Services
Phone: (270) 827-2561

Total Amount Due: _____

DATE OF ISSUE December 28, 2007 DATE EFFECTIVE Per Order of Commission

ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. NO. 23

Original SHEET NO. 35

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

RULES AND REGULATIONS

8. BIG RIVERS COGENERATION AND SMALL POWER PRODUCTION PURCHASE
TARIFF – OVER 100 KW:

a. Availability:

Available to any customer of a Member Cooperative who qualifies as a cogenerator or small power producer pursuant to Regulation 807 KAR 5:054 of the Kentucky Public Service Commission.

b. Applicability of Service:

Applicable to any small power production or cogeneration “qualifying facility” with capacity over 100 kW as defined by the Kentucky Public Service Commission Regulations 807 KAR 5:054, and which contracts to sell energy or capacity or both to Big Rivers.

c. Terms and Conditions:

- (1) The cogeneration or small power production facility must have a total design capacity over 100 kW.
- (2) All power from a QF purchased under this tariff will be sold to Big Rivers.
- (3) The QF must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.
- (4) QF shall provide reasonable protection for Big Rivers and the Member Cooperative's system.

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ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. NO. 23

Original SHEET NO. 36

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____
SHEET NO. _____

RULES AND REGULATIONS

- (5) QF shall design, construct, install, own, operate, and maintain the Qualifying Facility in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.
- (6) QF shall reimburse Big Rivers and the Member Cooperative for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.

QF shall enter into a written contract with Big Rivers. All conditions applying to QF service shall be specified in the contract executed by the parties and are subject to the jurisdiction of the Kentucky Public Service Commission and to Big Rivers' terms and conditions regarding a QF then in effect. For contracts which cover the purchase of energy only, the term shall be one year and shall be self-renewing from year-to-year thereafter unless cancelled by either party with not less than one year's written notice. For contracts which cover the purchase of capacity and energy, the term shall be not less than 5 years and self-renewing from year-to-year thereafter unless cancelled by either party with not less than one year's written notice.

d. Definitions:

- (1) Big Rivers – "Big Rivers" shall mean Big Rivers Electric Corporation.
- (2) Member Cooperatives – As of the effective date of this tariff, "Member Cooperatives" means collectively, Kenergy Corp., Jackson Purchase Energy Corporation and Meade County Rural Electric Cooperative Corporation.

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ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. NO. 23

Original SHEET NO. 37

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

RULES AND REGULATIONS

- (3) QF – “QF” means a cogeneration or small power production facility meeting the criteria for Qualifying Facility of Section 4 of 807 KAR 5:054.
 - (4) Inter Utility Market – “Inter Utility Market” means any supplier of wholesale electric service to Big Rivers other than SEPA and the City of Henderson’s Station Two.
- e. Rates for Purchases from QFs:

(1) Capacity Purchase Rates:

As long as Big Rivers has surplus generation from its owned coal fired generation and power available from SEPA and the City of Henderson’s Station Two, the Capacity Purchase Rate (CPR) will be zero. At such time Big Rivers has no surplus generation from its owned coal fired generation and power available from SEPA and the City of Henderson’s Station Two, the hourly avoided capacity cost (ACC) in \$ per megawatt hour, which is payable to a QF for delivery of capacity, shall be equal to the effective purchase price for power available to Big Rivers from the Inter-Utility Market (which includes both energy and capacity charges) less Big Rivers’ actual variable fuel expense (EPR). The total amount of the avoided capacity cost payment to be made to a QF in an hour is equal to [ACC x CAP], where CAP, the capacity delivered by the QF, is determined on the basis of the system demand and Big Rivers’ need for capacity in that hour to adequately serve the load.

Determination of CAP:

For the determination of CAP Big Rivers will determine at the time a QF signs a contract to deliver capacity the capacity proposed to be provided by the QF and will cause the QF to enter into a contract stating the CAP

DATE OF ISSUE December 28, 2007 DATE EFFECTIVE Per Order of Commission

ISSUED BY _____ Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. NO. 23

Original SHEET NO. 38

Big Rivers Electric Corporation
(Name of Utility)

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_____ SHEET NO. _____

RULES AND REGULATIONS

limits. Big Rivers will pay for CAP at the above stated rate only when Big Rivers' owned and previously arranged for capacity is not sufficient to meet its system demand.

(2) Firm Energy Purchase Rates:

The Energy Purchase Rates (EPR) in \$ per megawatt hour, which is payable to a QF for delivery of energy, shall be equal to Big Rivers' actual variable fuel expenses for Big Rivers' owned coal fired production facilities, divided by the associated megawatt-hours of generation, as determined for the previous month. The total amount of the avoided energy cost payment to be made to a QF in an hour is equal to [EPR x EQF] where EQF is the amount of megawatt-hours delivered by a QF in that hour and which are determined by suitable metering.

f. Payment:

Big Rivers shall pay each bill for electric power rendered to it in accordance with the terms of the contract, within 30 days of the date the bill is rendered.

g. System Emergencies:

During system emergencies, Big Rivers may discontinue purchases or the QF may be required to provide energy or capacity in accordance with 807 KAR 5:054 – Section 6.

h. Interconnections:

Big Rivers requires a three party interconnection agreement between the QF Member, Big Rivers, and the Member Cooperative prior to service under this tariff. Big Rivers shall make interconnections with the Member Cooperative, the QF Member, or both as required and the QF Member will pay for the interconnection costs in accordance with 807 KAR 5:054 -

DATE OF ISSUE December 28, 2007 DATE EFFECTIVE Per Order of Commission

ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
Cooperative's Transmission System
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Original SHEET NO. 39

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____
SHEET NO. _____

RULES AND REGULATIONS

Section 6 and the interconnection agreement.

i. Loss Compensation:

Power and energy purchased by Big Rivers pursuant to this rate schedule which must be transmitted to Big Rivers' transmission system across or through utilities owned by a Member Cooperative shall be subject to an adjustment to reflect losses between the QF and the point of delivery to the Big Rivers transmission system.

DATE OF ISSUE December 28, 2007 DATE EFFECTIVE Per Order of Commission

ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. NO. 23

Original SHEET NO. 40

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____
SHEET NO. _____

RULES AND REGULATIONS

9. BIG RIVERS COGENERATION AND SMALL POWER PRODUCTION SALES
TARIFF – OVER 100 KW:

a. Availability:

Available to any Member Cooperative for service to any member of the Member Cooperative with cogeneration and/or small power production facility (i) that has net output of less than 5,000 kW and (ii) which meets the criteria for Qualifying Facility of 807 KAR 5:054 – Section 4. Charges for the services under this tariff to any Member Cooperative for service to any member of the Member Cooperative with a cogeneration and/or small power production facility shall be established by contract.

b. Applicability:

Applicable to purchases made by a Member Cooperative for service to any QF Member of a Member Cooperative with a total capacity requirement of 100 kW or more with on-site generation of 100 kW or more operating in excess of 200 hours per year, electrically engineered so that it can meet part or all of its load with its own generation, for service not covered by one of Big Rivers' other rates. The QF Member shall have the option to provide all or part of its load with its own generation in which case that portion of the QF Member's load requirements not met by the QF, shall be provided to the Member Cooperative under

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(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

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this tariff and all requirements for back-up or maintenance service for the QF Member shall be provided under this tariff. Otherwise, the QF Member may sell all of the output of its QF in which case the QF Member's load requirements shall be provided to the Member Cooperative under the terms and conditions of one or more of Big Rivers' standard rates applicable to the load requirements and type of service of the QF Member.

c. Definitions:

- (1) Big Rivers – “Big Rivers” shall mean Big Rivers Electric Corporation.
- (2) Member Cooperative – As of the effective date of this tariff, “Member Cooperatives” means collectively, Kenergy Corp., Jackson Purchase Energy Corporation and Meade County Rural Electric Cooperative Corporation.
- (3) Off-System Sales Transaction – “Off-System Transaction” means sales of electric energy by Big Rivers other than to the Member Cooperatives and Henderson Municipal Power and Light.
- (4) QF – “QF” means a cogeneration or small power production facility meeting the criteria for Qualifying Facility of Section 4 of 807 KAR 5:054.
- (5) QF Member – “QF Member” means a member of a Member Cooperative with a QF.
- (6) Third Party Supplier – “Third Party Supplier” means any supplier of wholesale electric service to Big Rivers other than SEPA and Henderson Municipal Power and Light.

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For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. NO. 23

Original SHEET NO. 42

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

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d. Conditions of Service:

To receive service hereunder, the Member Cooperative must:

- (1) Obtain from the QF Member an executed, written contract for electric service hereunder on terms acceptable to Big Rivers. Such contract shall set forth any specific arrangements between the parties based on individual circumstances and shall:
 - (i) Specify the maximum capacity to be made available to the QF Member on an unscheduled basis in any hour (Maximum Unscheduled Capacity), and
 - (ii) If desired by the QF Member, specify the terms and conditions for the delivery of Maintenance Service, and
 - (iii) If desired by the QF Member, specify the capacity of on-site generation for which interruptible unscheduled back-up and interruptible scheduled maintenance power may be provided, and
 - (iv) Specify any other term or condition which the Member Cooperative or Big Rivers may require for service used by a QF Member, taking into account the nature of use, the quality used, the quantity used, the time when used, the purpose for which used, and any other reasonable consideration, and

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- (2) Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding the power supply for the QF Member.
- e. For each QF Member, the Member Cooperative will be billed monthly for:
- (1) Supplementary Service (capacity and energy).
- (2) Unscheduled Back-up Service, if any (capacity charge only).
- (3) Maintenance Service (capacity and energy), if any.
- (4) Excess Demand, if any.
- (5) Additional charges, if any.
- f. Monthly Charges for Sales to a Member Cooperative for Service to a QF Member:
- (1) Supplementary Service:
- Supplementary demand shall be the QF Member's highest actual demand (adjusted for distribution losses if applicable) measured during the month, excluding Scheduled Maintenance Demand up to but not exceeding the actual measured demands in each demand interval during a Maintenance Schedule, and supplementary

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energy shall be the actual measured energy (adjusted for distribution losses if applicable), excluding Maintenance Energy sold to the QF by the Member Cooperative in each month. The monthly charges for supplementary demand and energy shall be according to the rates set forth in Big Rivers rate schedule C.4.d.:

(2) **Unscheduled Back-up Service:**

Unscheduled Back-up Demand is the QF Member's Maximum Unscheduled Capacity minus the Supplementary Billing Demand for the month. In months in which Maintenance Service has been Scheduled, appropriate credit for Scheduled Maintenance Demand shall be applied to the Unscheduled Back-up Demand such that the Member Cooperative will not be charged for Unscheduled Back-up Demand in addition to Scheduled Maintenance Demand when Scheduled Maintenance Service is being provided. The monthly charges to a Member Cooperative for Unscheduled Back-up Demand shall be:

One hundred-ten percent (110%) of Big Rivers' actual cost, including transmission service, to import energy from a Third Party supplier to supply the Unscheduled Back-up Service for the QF Members:

Maximum Unscheduled Capacity shall initially be the amount as specified by the QF Member per contract with the Member Cooperative, but in no case less than the actual demand delivered in any month, including the current month. Big Rivers will accept a reduction in the Maximum Unscheduled Capacity upon twelve (12) months advance notice from the Member Cooperative. Said notice must

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specify the reduction in kW's and the basis for the lower requirement. All energy shall be billed as either supplementary energy or maintenance energy.

(3) Maintenance Service:

Maintenance Service shall be available to a Member Cooperative to back-up a QF Member's QF only if the Member Cooperative has scheduled delivery of the maintenance services in advance with Big Rivers. The Member Cooperative may schedule up to four weeks of seven consecutive days each per year of such service for a QF Member, subject to scheduling of such usage by Big Rivers. The Member Cooperative may reschedule at anytime by giving forty-eight (48) hours notice to Big Rivers. Scheduled Maintenance Demand may not exceed the design capacity of the QF Member's QF. Maintenance Service will be available on an on-peak or off-peak basis. The selection of on-peak Maintenance Service entitles the Member Cooperative to schedule the service for the QF Member at any time. The selection of off-peak Maintenance Service entitles the Member Cooperative to schedule the service for the QF Member only during those hours not designated as on-peak. The designated on-peak hours are as follows:

- (i) Summer on-peak usage is defined as power requirements occurring between the hours beginning 6:00 am and ending 10:00 pm on any weekday from May 1 through September 30.

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- (ii) Winter on-peak usage is defined as power requirements occurring between the hours beginning 6:00 am and ending 10:00 pm on any weekday from December 1 through March 31.
- (iii) Off-peak usage is defined as all power requirements not included in paragraph (i) or (ii).

The charges for On-peak Maintenance Service shall be the greater of:

- (1) \$1.835 per kW of Scheduled Maintenance Demand per week, plus
\$0.0204 per kWh of Maintenance Energy; or
- (2) 110% of the price at the time of scheduling of a block of energy obtainable by Big Rivers in the futures market which is sufficient to meet the Member Cooperative's scheduled Maintenance Service requirements.
- (3) The charges for Off-peak Maintenance Service shall be:
\$1.835 per kW of Scheduled Maintenance Demand per week, plus

According to schedule C.4.d. (2) per kWh of maintenance energy shall be the amount of energy purchased by the Member Cooperative for the QF Member in each hour during

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Scheduled Maintenance Service up to
but not exceeding the Scheduled Maintenance Demand in
each hour.

(4) Excess Demand:

Excess Demand is the amount in any hour by which the
actual demand, less any Maintenance Demand, exceeds the
previously established Maximum Unscheduled Capacity.
Charges for Excess Demand shall be in addition to the
charges for Supplementary Service and shall be either:

- (i) One hundred-ten percent (110%) of
Big Rivers' actual cost, including
transmission service, to import energy
from a Third Party supplier to supply the
Excess Demand of the Member Cooperative
for the QF Member; or
- (ii) If it is not necessary for Big Rivers to
import energy from a Third Party Supplier,
charges for Excess Demand shall be the
greater of: a) \$7.37 per kW times the
highest Excess Demand recorded during
the month; or b) 110% of the highest price
received by Big Rivers during an
Off-System Sales Transactions during the
month times the sum of the Excess
Demands measured during the month.

Big Rivers shall be the sole determinant of when
and under what circumstances it is required to
import energy from a Third Party Supplier to

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provide Excess Demand.

(5) Additional Charges:

Any and all costs incurred by Big Rivers as a result of the QF's failure to generate, including, without limitation, ancillary services necessary to maintain reliability on the Big Rivers' system, shall be charged to the Member Cooperative in addition to all other charges.

(6) Interruptible Service:

Interruptible Supplementary Service or Interruptible Back-up Service will be made available, upon request. Terms and conditions of interruptible service will be as negotiated under special contract according to the terms of 807 KAR 5:054.

g. Interconnections:

Big Rivers requires a three party interconnection agreement between the QF Member, Big Rivers, and the Member Cooperative prior to service under this tariff. Big Rivers shall make interconnections with the Member Cooperative, or the QF Member, or both as required and the QF Member will pay for the interconnection costs in accordance with 807 KAR 5:054 – Section 6 and the interconnection agreement.

h. System Emergencies:

During System Emergencies, Big Rivers may discontinue sales in accordance with 807 KAR 5:054 – Section 6.

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i. Loss Compensation:

Power and energy delivered by Big Rivers pursuant to this rate schedule shall be metered at or compensated to Big Rivers' point of delivery to the Member Cooperative. Where metering of the QF Member's load is at a point of delivery on a Member Cooperative's distribution system, metered demand and energy shall be adjusted to compensate for distribution losses prior to billing hereunder.

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j. BILLING FORM:

INVOICE

BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42420

TO: COGENERATOR AND SMALL POWER PRODUCER SALES	ACCOUNT
DELIVERY POINTS	SERVICE FROM / / THRU / /
	USAGE:
DEMAND / TIME / DAY	METER MULT. KW DEMAND
POWER FACTOR BASE PEAK	AVERAGE BILLED
SUPPLEMENTAL DEMAND	kw BILLED
UNSCHEDULED BACK-UP DEMAND	kw BILLED
MAINTENANCE DEMAND	kw BILLED
EXCESS DEMAND	kw BILLED
CUMULATIVE EXCESS DEMAND	kw BILLED
ENERGY PREVIOUS PRESENT	DIFFERENCE MULT. kWh USED
SUPPLEMENTAL ENERGY	kWh USED
MAINTENANCE ENERGY	kWh USED
SUPPLEMENTARY SERVICE	
DEMAND	kw TIMES \$ _____ EQUALS \$ _____
P/F PENALTY	kw TIMES \$ _____ EQUALS \$ _____
ENERGY	kWh TIMES \$ _____ EQUALS \$ _____
SUBTOTAL	\$ _____
UNSCHEDULED BACK-UP SERVICE	
DEMAND	kw TIMES \$ _____ EQUALS \$ _____
MAINTENANCE SERVICE ON-PEAK	
DEMAND PER-WEEK (IF APPLICABLE)	kw TIMES \$ _____ EQUALS \$ _____
ENERGY (IF APPLICABLE)	kWh TIMES \$ _____ EQUALS \$ _____
SCHEDULED ENERGY BLOCK (IF APPLICABLE)	
TOTAL AMOUNT DUE	\$ _____

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Big Rivers Electric Corporation
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OFF-PEAK

DEMAND PER-WEEK	kw	TIMES \$	_____	EQUALS	\$	_____
ENERGY	kwh	TIMES \$	_____	EQUALS	\$	_____
SUBTOTAL					\$	_____

EXCESS SERVICE

EXCESS DEMAND (IF APPLICABLE)	kw	TIMES \$	_____	EQUALS	\$	_____
CUMMULATIVE EXCESS DEMAND (IF APPLICABLE)	kw	TIMES \$	_____	EQUALS	\$	_____
IMPORTED EXCESS ENERGY (IF APPLICABLE)	kwh	TIMES \$	_____	EQUALS	\$	_____
TOTAL AMOUNT DUE					\$	_____

ADDITIONAL CHARGES

TOTAL AMOUNT DUE					\$	_____
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LOAD FACTOR

ACTUAL MILLS PER kWh

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24TH OF THE MONTH.

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10. BIG RIVERS LARGE INDUSTRIAL CUSTOMER EXPANSION RATE:

a. Applicability:

This schedule shall be applicable as follows:

- (1) To purchases made by a Member Cooperative for service to any New Customer initiating service after August 31, 1999, including New Customers with a QF as defined in Rate Schedule 9, that either initially contracts for five (5) MWs or more of capacity or whose aggregate peak load at any time amounts to five (5) MWs or greater (including any later increases to such load) in which case the entire load shall be thereafter subject to this rate schedule.
- (2) To purchases made by a Member Cooperative for expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule 9, where:
(i) the customer was in existence and served under the then effective Big Rivers Large Industrial Customer Rate Schedule any time during the Base Year and, (ii) the expanded load requirements are increases in peak load which in the aggregate result in a peak demand which is at least five (5) MWs greater than the customer's Base Year peak demand.
- (3) To purchases made by a Member Cooperative for the expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule 9, where: (i) the customer's load was in existence and served through a Rural Delivery Point as defined in A.1.a.(3) of this Transaction Tariff; (ii) the expanded load requirements are increases in peak load which in the aggregate result in a peak demand which is at least

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five (5) MWs greater than the customer's Base Year peak demand; and (iii) the customer requires service through a dedicated delivery point as defined in A.1.a.(2).

b. Availability:

This schedule is available to any of the Member Cooperatives of Big Rivers for service to large industrial or commercial loads as specified in item (b) defining applicability. For all loads meeting the applicability criteria below, no other Big Rivers tariff rate will be available. As an alternative to this rate schedule, the Member Cooperative may negotiate a "Special Contract Rate" with Big Rivers for application on a case by case basis for loads meeting the applicability criteria below.

c. Conditions of Service

To receive service hereunder, the Member Cooperative must:

- (1) Obtain from the customer an executed written contract or amend an existing contract, for electric service hereunder with terms acceptable to Big Rivers.
- (2) Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding power supply for the customer.

d. Definitions:

- (1) Base Year – "Base Year" shall mean the twelve (12) calendar months from September 1998 through August 1999.

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- (2) Big Rivers – “Big Rivers” shall mean Big Rivers Electric Corporation.
- (3) Existing Customer – “Existing Customer” shall mean any customer of a Member Cooperative served as of August 31, 1999.
- (4) Member Cooperatives – As of the effective date of this tariff, “Member Cooperatives” shall mean collectively, Kenergy Corp., Jackson Purchase Energy Corporation, and Meade County Rural Electric Cooperative Corporation.
- (5) New Customer – “New Customer” shall mean any customer of a Member Cooperative commencing service on or after September 1, 1999.
- (6) OATT – “OATT” shall mean Big Rivers’ effective Open Access Transmission Tariff filed at the Federal Energy Regulatory Commission and/or the Kentucky Public Service Commission.
- (7) SEPA – “SEPA” shall mean the Southeastern Power Administration.
- (8) Third-Party Supplier – “Third-Party Supplier” shall mean any supplier of wholesale electric service to Big Rivers other than SEPA.

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Big Rivers Electric Corporation
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_____ SHEET NO. _____

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(1) Expansion Demand and Expansion Energy Rates:

The Expansion Demand rates, Expansion Energy rates, or both shall be established to correspond to the actual costs of power purchased by Big Rivers from Third-Party Suppliers selected by Big Rivers from which Big Rivers procures the supply and delivery of the type and quantity of service required by the Member Cooperative for resale to its customer. Such monthly costs shall include the sum of all Third-Party Supplier charges, including capacity and energy charges, charges to compensate for transmission losses on Third-Party transmission systems, and all transmission and ancillary services charges on Third-Party transmission systems paid by Big Rivers to purchase such Expansion Demand and Expansion Energy and have it delivered to Big Rivers' transmission system.

(2) Expansion Demand Transmission Rate

Big Rivers shall assess unbundled charges for network transmission service on the Big Rivers' Transmission System according to the rates in Big Rivers' OATT applied to each kW taken as Expansion Demand.

(3) Ancillary Services Rates for Expansion Demand and Expansion Energy:

Big Rivers shall assess unbundled rates for all ancillary services required to serve load served under this rate

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schedule. Big Rivers shall supply the following six ancillary services as defined and set forth in Big Rivers' OATT: (1) Scheduling, System Control and Dispatch; (2) Reactive Supply and Voltage Control from Generation Sources Services; (3) Regulation and Frequency Response Service; (4) Energy Imbalance Service; (5) Operating Reserve - Spinning Reserve Service; and (6) Operating Reserve - Supplemental Reserve Service.

(4) Big Rivers Adder

In addition to the charges contained in Items 10(f)(1), (2) and (3), Big Rivers shall charge \$0.38 per kW/month for each kW billed to the Member Cooperative under this tariff for resale by the Member Cooperative to the qualifying customer.

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Big Rivers Electric Corporation
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RULES AND REGULATIONS

g. BILLING FORM:

INVOICE

BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42420

TO: LARGE INDUSTRIAL CUSTOMER EXPANSION ACCOUNT
 DELIVERY POINTS SERVICE FROM / / THRU / /

USAGE:
 DEMAND / TIME / DAY METER MULT. kW DEMAND
 POWER FACTOR BASE PEAK AVERAGE BILLED
 EXPANSION DEMAND kW BILLED
 ENERGY PREVIOUS PRESENT DIFFERENCE MULT. kWh USED
 EXPANSION ENERGY kWh USED

EXPANSION DEMAND & EXPANSION ENERGY

EXPANSION DEMAND, INCLUDING LOSSES kW TIMES \$ _____ EQUALS \$ _____
 P/F PENALTY kW TIMES \$ _____ EQUALS \$ _____
 EXPANSION ENERGY, INCLUDING LOSSES kWh TIMES \$ _____ EQUALS \$ _____
 OTHER EXPANSION SERVICE CHARGES EQUALS \$ _____
 SUBTOTAL \$ _____

EXPANSION DEMAND TRANSMISSION

LOAD RATIO SHARE OF NETWORK LOAD \$ _____

EXPANSION DEMAND & EXPANSION ENERGY ANCILLARY SERVICES

SCHEDULING, SYSTEM CONTROL & DISPATCH SERVICE \$ _____
 REACTIVE SUPPLY & VOLTAGE CONTROL FROM GENERATION SOURCES SERVICE \$ _____
 REGULATION & FREQUENCY RESPONSE SERVICE \$ _____
 ENERGY IMBALANCE SERVICE \$ _____
 OPERATING RESERVE-SPINNING RESERVE SERVICE \$ _____
 OPERATING RESERVE-SUPPLEMENTAL RESERVE SERVICE \$ _____

BIG RIVERS ADDER

EXPANSION DEMAND kW TIMES \$ _____ EQUALS \$ _____

TOTAL AMOUNT DUE \$ _____

LOAD FACTOR

ACTUAL MILLS PER kWh

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24th OF THE MONTH.

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11. BIG RIVERS ELECTRIC CORPORATION VOLUNTARY PRICE CURTAILABLE SERVICE RIDER:

a. Availability:

This Rider is available to the Member Cooperatives of Big Rivers, to be used in conjunction with any of Big Rivers' standard tariffs or special contracts, for Curtailable Service offered by a Member Cooperative to individual customers (CS Customers) capable of curtailing at least 1,000 kW of load upon request.

b. Conditions of Service:

- (1) Any request for curtailment under this Rider shall be made by Big Rivers through its Member Cooperatives. Each request for curtailment made by Big Rivers shall set forth the Terms of Curtailment in accordance with this Rider.
- (2) Each curtailment will be voluntary and the Member Cooperative may accept or decline the Terms of Curtailment offered by Big Rivers.
- (3) Big Rivers and the Member Cooperative shall mutually agree upon the method which shall be used to notify each CS Customer of a curtailment request under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the CS Customer's representative(s) to receive said notification. The Member Cooperative is ultimately responsible for delivering and acting upon a curtailment notification from Big Rivers.
- (4) Big Rivers will endeavor to provide as much advance notice as possible of requests for curtailments under this Rider including an estimate of the duration of such curtailments. However, upon acceptance of the Terms of Curtailment, the load of the CS Customer, subject to those terms, shall be curtailed with as little as one (1) hour of advance notification.

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(Signature of Officer)

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For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. NO. 23

Original SHEET NO. 60

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

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- (5) No responsibility or liability of any kind shall attach to or be incurred by Big Rivers for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any notice of curtailment or curtailment of service under the provisions of this Rider.
- (6) Big Rivers reserves the right to require verification of a CS Customer's ability to curtail its load. Inability to provide verification will be considered by Big Rivers when prioritizing requests for curtailment.
- (7) The Member Cooperative shall not receive a Curtailment Saving Payment for any curtailment period in which a CS Customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike or any event other than the customer's normal operating conditions.

c. CS Curtailment Profiles:

For each of its CS Customers, the Member Cooperative shall submit a CS Curtailment Profile Form. CS Curtailment Profiles shall include such information as:

- (1) The maximum number of hours per day that the CS Customer has the ability to curtail.
- (2) The maximum number of days and maximum number of consecutive days by month that the CS Customer has the ability to curtail
- (3) The Minimum Curtailment Price at which each CS Customer is willing to curtail.
- (4) The Minimum Curtailable Demand and the Maximum Curtailable Demand curtailable by the CS Customer upon request.

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(5) The Member Cooperative may modify the Curtailment Profile for a CS Customer upon thirty (30) days notice in writing.

d. Curtailed Demand and Energy:

Hourly Curtailed Demands of a CS Customer shall be determined for each curtailment period for which the CS Customer has accepted Big Rivers' Terms of Curtailment.

For each curtailment period, Hourly Curtailed Demands of each CS Customer shall be defined as the differences between the CS Customer's Demand Requirements and the actual demands measured in each hour of the curtailment period. The Demand Requirements may generally be the average of the CS Customer's demands measured in the four hours prior to the hour immediately preceding the curtailment period, provided that Big Rivers may use an average of the demands measured in any two or more of the four hours to provide a more representative estimate of the CS Customers' Hourly Curtailed Demands. The Curtailment Energy of each curtailment period shall be the sum of the Hourly Curtailed Demands.

e. Terms of Curtailment:

For each curtailment request, Big Rivers shall identify the CS Customer(s) (when so directed by the Member Cooperative) to be curtailed. Big Rivers shall inform the Member Cooperative or each CS Customer of a curtailment request in accordance with the agreed upon method of notification, at which time the Terms of Curtailment shall be defined. The Terms of Curtailment shall include the following:

(1) The time at which each curtailment period shall begin is to be established by Big Rivers. At least one (1) hour advance notice of each request for curtailment shall be provided.

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- (2) The requested curtailment duration in clock hours to be established by Big Rivers.
- (3) The Curtailment Price to be paid by Big Rivers for each curtailment. The Curtailment Price shall be determined by Big Rivers on a case by case basis but in each case shall not be less than the Minimum Curtailment Price.
- (4) The Member Cooperative shall specify or arrange for the CS Customer to specify:
 - a. The demand in kW (Curtable Demand) that will be curtailed during the curtailment period, which shall not be less than the Minimum Curtable Demand.
 - b. The Maximum Curtailment Period Demand (MCPD) to be purchased by the CS Customer during the curtailment period, which shall be the maximum hourly demand to be delivered by Big Rivers to the Member Cooperative for resale to the CS Customer.

f. Curtailment Savings Payment:

The Curtailment Savings Payment for each curtailment period shall be equal to the product of the Curtailment Energy times the Curtailment Price for each respective curtailment period.

g. Monthly Savings Payment:

The Member Cooperative's Monthly Savings Payment shall be equal to the sum of the Curtailment Savings Payments for the calendar month, less any charges computed for Excess Energy. The Monthly Savings Payment will be paid directly to the Member Cooperative by check or billing credit. A statement will be provided with each Monthly Savings Payment showing the amounts attributable to each CS Customer. This amount will be recorded in the Rural Utilities Service's Uniform System of Accounts – Electric under Other Power Supply

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Expenses, Account 557 – Other Expenses, such that the separate identity of this cost is preserved.

h. Charges For Excess Energy:

For any CS Customer whose Curtailable Demand is equal to or greater than 5,000 kW, should the Hourly Curtailed Demand be less than 75% of the Curtailable Demand in any hour of the curtailment period, then the Excess Demand for that hour shall be the difference between the Hourly Curtailed Demand and 75% of the Curtailable Demand. There will be no Excess Demand for any CS Customer who's Curtailable Demand is less than 5,000 kW. Excess Energy is the sum of any hourly Excess Demands.

Any Excess Energy recorded during a curtailment period shall be charged at 150% of the Curtailment Price, in addition to the charges contained in the standard applicable rate for electric service. For any CS Customer who's Hourly Curtailed Demand is less than 75% of their Curtailable Demand, Big Rivers may not, at its discretion, allow such CS Customer to benefit from future curtailment opportunities.

i. Term:

Contracts under this Rider may be made for an initial period of one (1) year and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice prior to the start of the next year of its intention to discontinue service under the terms of this Rider.

j. Special Terms and Conditions:

CS Customer information, including, but not limited to, CS Curtailment Profiles, shall remain confidential.

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